

ECMS Highway Construction

Contract: 74325

Kukurin Contracting, Inc. XX-XXXXXXX

Export

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Prime Business Partner

JeffersonCounty

SR 3003, Section 551

SR 3003 Langville Bridge

Location

P-90300307551-1050-323-2

WBS Element

October 4, 2012

Bid Opening

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Contract

Addendum issued subsequent to the printed proposal have been incorporated into the text of this contract and the modified portions are annotated in the contract - e.g., A1, A2 etc.

Incorporated Addendum is As follows:

Addendum No. 1, **A1,** dated 10/01/2012

THIS AGREEMENT, Made this *17* day of *October* A.D. *2012*, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and *Kukurin Contracting, Inc.* his, hers, its or their executors,administrators, successors, or assigns, hereinafter called the Contractor.

W I T N E S S E T H:

- 1. That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Commonwealth, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of *\$1,407,635.97* and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with Publication 408/2011-2 - Specifications (as specified in the proposal), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Department of Transportation, which drawings are also agreed by each party as being a part hereof.
- 2. The location and description being situated as follows:
The description and location of the project is as follows: For the replacement of the existing structure carrying SR 3003 and T-860 over Little Sandy Creek with a single span composite steel multi-girder bridge with minimal approach work and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 3003, SECTION 551, in JEFFERSON COUNTY, RINGGOLD and BEAVER TOWNSHIPS from approximately 350' South of the T-860/T-318 intersection to approximately 0.4 miles South of Langville Borough at segment 0140 offset 0643.
- 3. The Contractor further covenants and agrees that all work shall be performed in the best and most workmanlike manner. He also agrees that all materials furnished and labor performed shall be in strict and complete conformity, in every respect, with all parts of this contract and shall be subject to the inspection and acceptance of authorized representatives of the Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the Department's authorized representatives as defective, unsuitable, or unacceptable, the Contractor agrees to remove and replace all such rejected portions of work in conformance with this contract and to the satisfaction of and at no expense to the Department. The Contractor further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this project.
- 4. The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Chief Highway Engineer of the Department of Transportation on or before the expiration date of *09/27/2013*. If, for any

reason, except as provided in the contract, the Contractor fails to complete all work on this project to the satisfaction of the Chief Highway Engineer within the aforementioned time allowed, the Department shall deduct from any sums due or which may become due the Contractor the amount indicated in the Specifications for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between that completion date and the actual date of completion. If no sums are due the Contractor, the Contractor agrees to remit to the Department the aforementioned sum for each day used in excess of the time allowed for completion of the contract. The amounts deducted or remitted under this paragraph are liquidated damages and not penalties.

5. The Contractor further covenants and warrants that the Contractor has had sufficient time to examine and has examined the site of the contract work to ascertain for itself those conditions such as may be determined by inspection, investigation, and inquiry, including the location, accessibility, and general character of the site.

6. The Contractor further covenants that he has not relied upon any information provided by the Department, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/ or relocated; that he has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that he has contacted or will contact all owner of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that he is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Department, the Contractor, in every instance, bears the ultimate responsibility of resolving all disputes of every kind with the owners of such facilities. The Contractor agrees to save and hold the Department harmless from liability for all delays, interference and interruptions that might arise during the performance of work on this project as a result of work being or that will be performed on such publicly or privately-owned facilities.

7. The Contractor further covenants and warrants that he has read, is completely familiar with and understands thoroughly the General Conditions; the Specifications of the Commonwealth of Pennsylvania, Department of Transportation, currently in effect; the Supplements, Special Provisions and/or Conditions; and any other addenda or requirements, contained in the governing the performance of work under this contract, whether attached hereto and made a part hereof, or incorporated herein by reference.

8. It is distinctly understood and agreed that the Contractor shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the specifications and the contract, unless such work has been authorized in writing as provided in the Specifications. In no event shall the Contractor incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the Department will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.

9. It is further distinctly agreed that the Contractor shall not assign this contract, nor any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this contract be sublet, without the consent in writing of the Secretary of Transportation.

10. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Commonwealth of Pennsylvania arising out of, or by reason of, the work done and materials furnished under this contract.

11. The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the Workmens Compensation Act of 1915, and any supplements or amendments thereto, and shall insure his liability thereunder or file with the Department of Transportation a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.
12. In order to secure proper and complete compliance with the terms and provisions of this contract, the Contractor shall provide a bond in a sum equal to one hundred percent (100%) of the total contract price of the work to be done. The Contractor shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this project. Both bonds are attached to and made a part of this contract.
13. Conditioned upon compliance by the Contractor with all pertinent conditions and procedures contained in the contract, claims for damages or extra costs in excess of three hundred dollars (\$300.00) arising out of disputes pertaining to this contract shall be referred to the Board of Claims pursuant to Section 1724(a) of the Commonwealth Procurement Code, 62 Pa. C.S. § 1724(a).
14. If for any reason the Commonwealth Procurement Code is inoperative or the Board of Claims cannot function, such claims shall be referred and decided by a panel consisting of the Secretary of Transportation and the General Counsel or their respective deputy or deputies.
15. The Contractor hereby further agrees to receive and the Commonwealth agrees to pay the prices set forth in the linked bid items as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of all work to be done under this contract, and in all respects to complete the contract to the satisfaction of the Secretary of Transportation.
16. The Contractor certified in his, her, its or their bid submission (covering federal aid projects only) to the disclosure of lobbying activities and, if applicable, completed the disclosure form and by said certification understands that Public Law 101-121, Section 319, prohibits federal funds from being expended by recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.
17. If federal funds are involved, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 - DATED OCTOBER 16, 2001 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Pennsylvania Department of Transportation deems appropriate. Contractor must include this assurance in each subcontract that it signs with a subcontractor.

Fiscal Information:

Recorded Number:	74325
Certified Fund Available Under Activity Program:	323
Symbol:	010-008-10916-12/13-1
Amount:	\$1,407,635.97

Contract Workflow Status

Status	Name	Disposition	Date/Time
Draft	Douglas A Nace/PennDOT	Award	10/12/2012 10:55:42 AM
Contractor Review	Dick Mc Dade/PennDOT BP-001316	Sign	10/12/2012 02:32:55 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/16/2012 11:59:09 AM
BOD Director Review	J. Michael Long/PennDOT	Sign	10/16/2012 03:40:08 PM
Chief Counsel Preliminary Review	Joanne L Lubart/PennDOT	Accept	10/17/2012 08:57:06 AM
Chief Counsel Final Review	Joanne L Lubart/PennDOT	Accept	10/17/2012 08:57:10 AM
Comptroller Review	Matthew P Eng/PennDOT	Accept	10/17/2012 02:11:56 PM
CMD Execute	Douglas A Nace/PennDOT	Submit	10/17/2012 02:43:59 PM

Addenda

Addendum: 1

Description:

The description and location of the project is as follows: For the replacement of the existing structure carrying SR 3003 and T-860 over Little Sandy Creek with a single span composite steel multi-girder bridge with minimal approach work and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 3003, SECTION 551, in JEFFERSON COUNTY, RINGGOLD and BEAVER TOWNSHIPS from approximately 350' South of the T-860/T-318 intersection to approximately 0.4 miles South of Langville Borough at segment 0140 offset 0643.

Estimated Project: \$1,541,302.70
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 4.00% / 2.00%
Structure Work: 68.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: BRIDGE REPLACEMENT
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 10/04/2012 11:00:00 AM
New Let:
Let Date Move:
Anticipated NTP: 11/19/2012
Required Completion: 09/27/2013

Additional Information

This is an ECMS project. All Addenda will be electronically posted. Place for delivery of diskette bid before 11:00 a.m. prevailing local time on the scheduled let date: PENNDOT CONTRACT AWARDS ROOM, 7TH FLOOR; COMMONWEALTH KEYSTONE BUILDING; 400 NORTH STREET; HARRISBURG PA 17120

Item and Quantity

Special Provision

Removed the following special provision:
G7022A - a07022 CHANGES TO SPECIFICATION: SECTION 107 Revised the following special provision:
I6091F - c06091 ITEM 0609-0009 EQUIPMENT PACKAGE

Other

Bid Items

Item	Description	Quantity	Unit Price	Item Total	Addendum
0201-0001	CLEARING AND GRUBBING	1.000	\$9,684.28	\$9,684.28	
0203-0001	CLASS 1 EXCAVATION	2,301.000	\$34.58	\$79,568.58	
0204-0001	CLASS 2 EXCAVATION	31.000	\$43.49	\$1,348.19	
0204-0150	CLASS 4 EXCAVATION	46.000	\$43.46	\$1,999.16	
0205-0263	SELECTED BORROW EXCAVATION ROCK, CLASS R-3	75.000	\$31.08	\$2,331.00	
0205-0268	SELECTED BORROW EXCAVATION ROCK, CLASS R-8	375.000	\$39.83	\$14,936.25	
0212-0001	GEOTEXTILE, CLASS 1	400.000	\$1.81	\$724.00	
0212-0003	GEOTEXTILE, CLASS 2, TYPE B	413.000	\$5.09	\$2,102.17	
0212-0014	GEOTEXTILE, CLASS 4, TYPE A	695.000	\$2.76	\$1,918.20	
0309-0320	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, < 0.3 MILLION ESALS, 25.0 MM MIX, 3" DEPTH	2,374.000	\$15.40	\$36,559.60	
0350-0106	SUBBASE 6" DEPTH (NO. 2A)	3,315.000	\$9.57	\$31,724.55	
0409-0384	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, < 0.3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	2,487.000	\$9.41	\$23,402.67	
0409-6350	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BINDER COURSE, PG 64-22, < 0.3 MILLION ESALS, 19.0 MM MIX, 2 1/2" DEPTH	2,264.000	\$12.41	\$28,096.24	
0460-0001	BITUMINOUS TACK COAT	4,641.000	\$0.22	\$1,021.02	
0461-0001	BITUMINOUS PRIME COAT	945.000	\$3.30	\$3,118.50	
0491-0032	MILLING OF BITUMINOUS PAVEMENT SURFACE, 1 1/2" DEPTH, MILLED MATERIAL RETAINED BY DEPARTMENT (DELIVERED TO STOCKPILE)	113.000	\$13.20	\$1,491.60	
0601-0353	18" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL	62.000	\$87.28	\$5,411.36	
0605-2750	TYPE D-H CONCRETE TOP UNIT AND GRATES	1.000	\$1,697.59	\$1,697.59	
0605-2882	TYPE D-H INLET BOX, HEIGHT < /= 10'	1.000	\$3,477.28	\$3,477.28	
0608-0001	MOBILIZATION	1.000	\$91,352.31	\$91,352.31	
0609-0003	INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE B	1.000	\$18,522.05	\$18,522.05	
0609-0009	EQUIPMENT PACKAGE	1.000	\$4,455.08	\$4,455.08	
0610-7002	6" PAVEMENT BASE DRAIN	400.000	\$9.72	\$3,888.00	
0615-0022	6" SUBSURFACE DRAIN OUTLETS	30.000	\$23.81	\$714.30	
0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL	2.000	\$372.90	\$745.80	
0616-0009	STEEL END SECTION, METALLIC COATED, 16 GAGE FOR 18" PIPE	1.000	\$1,741.37	\$1,741.37	
0619-0051	ANCHORED BACKSLOPE TERMINAL, TYPE 1	1.000	\$715.15	\$715.15	
0619-0470	PERMANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3 (ENERGY ABSORBING TERMINALS, TANGENT)	1.000	\$2,310.50	\$2,310.50	
0620-0010	TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT	4.000	\$1,815.40	\$7,261.60	
0620-0400	TERMINAL SECTION, SINGLE	1.000	\$55.01	\$55.01	
0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	847.000	\$2.20	\$1,863.40	
0620-1075	TYPE 2-S GUIDE RAIL	1,013.000	\$17.60	\$17,828.80	
0620-1100	TYPE 2-SC GUIDE RAIL	50.000	\$26.41	\$1,320.50	
0620-1250	TYPE 2 STRONG POST END TREATMENT	1.000	\$1,100.24	\$1,100.24	
0630-0001	PLAIN CEMENT CONCRETE CURB	35.000	\$61.04	\$2,136.40	
0686-0050	CONSTRUCTION SURVEYING, TYPE D	1.000	\$5,501.19	\$5,501.19	
0689-0002	NETWORK SCHEDULE	1.000	\$1,320.28	\$1,320.28	
0703-0020	NO. 1 COARSE AGGREGATE	50.000	\$50.20	\$2,510.00	
0703-0025	NO. 57 COARSE AGGREGATE	3.000	\$85.33	\$255.99	
0803-0001	PLACING STOCKPILED TOPSOIL	55.000	\$19.63	\$1,079.65	
0804-0013	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	14.000	\$46.23	\$647.22	
0804-0014	SEEDING - FORMULA E	7.000	\$44.90	\$314.30	
0804-0020	SEEDING AND SOIL SUPPLEMENTS - FORMULA L	19.000	\$45.88	\$871.72	
0805-0021	MULCHING - HAY	2.000	\$462.57	\$925.14	

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0805-0022	MULCHING - STRAW	1.000	\$431.05	\$431.05
0805-0050	MULCH CONTROL NETTING	2,072.000	\$1.53	\$3,170.16
0806-0050	EROSION CONTROL MAT	767.000	\$2.90	\$2,224.30
0806-0055	TURF REINFORCEMENT MAT	301.000	\$9.08	\$2,733.08
0845-0001	UNFORESEEN WATER POLLUTION CONTROL	500.000	\$1.00	\$500.00
0850-0031	ROCK, CLASS R-3	69.000	\$58.17	\$4,013.73
0850-0032	ROCK, CLASS R-4	33.000	\$92.28	\$3,045.24
0850-0035	ROCK, CLASS R-7	262.000	\$71.40	\$18,706.80
0855-0003	PUMPED WATER FILTER BAG	3.000	\$403.29	\$1,209.87
0867-0012	COMPOST FILTER SOCK, 12" DIAMETER	1,145.000	\$5.80	\$6,641.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1.000	\$4,180.90	\$4,180.90
0901-0231	ADDITIONAL WARNING LIGHTS, TYPE B	50.000	\$1.10	\$55.00
0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	100.000	\$8.80	\$880.00
0931-0001	POST MOUNTED SIGNS, TYPE B	32.000	\$31.64	\$1,012.48
0935-0001	POST MOUNTED SIGNS, TYPE F	10.000	\$13.75	\$137.50
0937-0106	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/B)	33.000	\$19.80	\$653.40
0941-0001	RESET POST MOUNTED SIGNS, TYPE B	4.000	\$121.03	\$484.12
0945-0001	RESET POST MOUNTED SIGNS, TYPE F	1.000	\$17.60	\$17.60
0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	10.000	\$33.01	\$330.10
1002-0053	REINFORCEMENT BARS, EPOXY COATED	68,781.000	\$1.44	\$99,044.64
5018-0050	REMOVAL OF PORTION OF EXISTING BRIDGE (MODIFIED)	1.000	\$26,420.15	\$26,420.15
8120-0001	STEEL PLATE GIRDER BRIDGE STRUCTURE, AS DESIGNED S-32128	1.000	\$635,093.89	\$635,093.89
9005-1201	STEEL BEAM BEARING PILES, HP12X84	659.000	\$91.98	\$60,614.82
9005-1251	STEEL BEAM PILE TIP REINFORCEMENT, HEAVY DUTY, HP12X84	36.000	\$113.72	\$4,093.92
9005-2500	MANDATORY PREDRILLING FOR INTEGRAL ABUTMENT PILES	68.000	\$147.31	\$10,017.08
9005-2501	MANDATORY PREDRILLING FOR DRIVEN PILES	494.000	\$89.64	\$44,282.16
9203-0101	TEMPORARY EXCAVATION SUPPORT & PROTECTION SYSTEM	1.000	\$10,332.06	\$10,332.06
9205-0200	SELECTED BORROW EXCAVATION, 206 ROCK	1,456.000	\$25.98	\$37,826.88
9610-7002	6" FILL BENCH DRAIN	702.000	\$12.62	\$8,859.24
9860-0001	CONCRETE BLOCK/GRAVEL INLET PROTECTION (TYPE D-H INLET)	1.000	\$576.56	\$576.56

Contract Total: \$1,407,635.97

Bid Total: \$1,407,635.97

Special Provisions

G2A - a00002 PUBLIC BID OPENING LOCATION

Addendum:

Associated Item(s):

Header:

PUBLIC BID OPENING LOCATION

Provision Body:

The location of the public bid opening is the Commonwealth Keystone Building, 7th Floor, Contract Awards Room, 400 North Street, Harrisburg. Allow sufficient time before the bid opening to obtain a visitor pass on the 5th Floor and to be escorted to the 7th Floor Contract Awards Room.

G101B - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Addendum:

Associated Item(s):

Header:

GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Provision Body:

I. GOVERNING SPECIFICATIONS. This bid proposal is made under, subject to, and governed by:

Specifications 408/2011, Change No. 2, effective April 6, 2012 of the Pennsylvania Department of Transportation. Within these Specifications where dual measurement and tabular options are presented English standards apply.

II. APPLICABLE DESIGNATED SPECIAL PROVISIONS. The following Designated Special Provisions are found in Appendix C to the above Governing Specifications. Those that apply to this bid proposal are preceded with a check (i.e., "X"). Goals, minimum levels of participation, or other project specific requirements associated with these documents are also established where applicable:

(X) DSP1. Offset Provision for Commonwealth Contracts.

(X) DSP2. Contractor Responsibility Provisions.

(X) DSP3. Provisions for Commonwealth Contracts Concerning the Americans with Disabilities Act.

(X) DSP4. Minority Business and Women Business Enterprise Participation Requirements. This is used on 100% State projects requiring Prequalification. The minimum levels of participation for this project are:

MBE ; WBE

4 % 2 %

() DSP5. Minority Business and Women Business Enterprise Program. This is used only on 100% State projects over \$100,000 requiring Prequalification and where DSP4 does not apply.

- ☐ DSP6. Minority Business and Women Business Enterprise Utilization Requirements. This is used on State projects without Prequalification requirements. Minimum participation levels of 5% for MBE and 3% for WBE of the dollar amount of the bid have been established for this project.
- ☐ DSP7. Disadvantaged Business Enterprise Requirements. This is used on Federal - aid projects only. In conjunction with this contract a goal of (**fill in**) % of the original contract amount has been established.
- ☒ DSP9. Special Supplement - Anti-Pollution Measures - August 26, 1999.
- ☒ DSP10. Nondiscrimination/Sexual Harassment Clause.
- ☒ DSP11. Contractor Integrity Provisions.
- ☐ DSP12. Executive Order 11246, with Appendix A and B.

G113B - a00113 CONTRACT PROVISIONS - RIGHT-TO-KNOW LAW

Addendum:

Associated Item(s):

Header:

CONTRACT PROVISIONS - RIGHT TO KNOW LAW

Provision Body:

I. Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law (RTKL), 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. If the Department needs assistance in any matter arising out of the RTKL related to this Contract, the Department will notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Department.
- c. Upon written notification from the Department that it requires assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor will:
1. Provide the Department, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Department reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Department may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, notify the Department and provide, within 7 calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Department will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Department determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Department determine that the Requested Information is clearly not exempt from disclosure, provide the Requested Information within 7 calendar days of receipt of written notification of the Department's determination.

- f. Failing to provide the Requested Information within the time period required by these provisions, indemnify and hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of this failure, including any statutory damages assessed against the Department.
- g. The Department will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Department decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, indemnify the Department for any legal expenses incurred by the Department as a result of such a challenge and hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of the failure, including any statutory damages assessed against the Department, regardless of the outcome of such legal challenge. As between the parties, agree to waive all rights or remedies that may be available as a result of the Department's disclosure of Requested information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and continue as long as the Requested Information remains in the Contractor's possession.

G901B - a00901 ALTERNATE EROSION AND SEDIMENT POLLUTION CONTROL PLAN

Addendum:

Associated Item(s):

Header:

ALTERNATE EROSION AND SEDIMENT POLLUTION CONTROL PLAN

Provision Body:

Comply with these requirements when submitting an alternate plan for accomplishing equal or better temporary and permanent erosion and sediment pollution control. Do not start work until the alternate erosion and sediment pollution control plan, schedules, and operation methods have been approved by the Department and the Department of Environmental Protection, or by the Department and the County Conservation District, as applicable.

Apply for any earth disturbance permits or permit amendments not included in the proposal documents that are required because of the nature of the contemplated construction procedures.

Prepare and furnish, with the applications, plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Provide simultaneously to the District Executive a copy of all plans and documents that affect the construction requirements.

Provide immediately to the District Executive any modifications that are made to the plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Obtain the approval of the Department and the permit from the Department of Environmental Protection prior to beginning any work when a permit is required, and the approval of the Department and the County Conservation District when a permit is not required.

Acquire areas outside of the right-of-way that are necessary for erosion and sediment pollution control. Proceed with the agreement procedure described in Section 105.14 (Borrow Areas and Waste Areas).

G1401A - a01401 EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION

Addendum:

Associated Item(s):

Header:
EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION.

Provision Body:

I. The Contractor's Prequalification Statement together with any approved revisions or amendments will constitute an approved Affirmative Action Program and is hereby incorporated in this contract by reference.

II. Insert all advertisements for employees in connection with this contract in newspapers having a large circulation in the area of the construction work among minority groups. Include, but do not limit to, such newspapers as listed below:

- Philadelphia Afro-American, 427 S. Broad St., Philadelphia, PA 19147
- Philadelphia Tribune, 522 S. 16th St., Philadelphia, PA 19146
- Pittsburgh Courier, 315 E. Carson St., Pittsburgh, PA 15219

III. Conduct and direct systematic recruitment of employees in connection with this contract through public and private employee referral sources likely to yield qualified minority group applicants, including but not limited to the schools, colleges, and minority group organizations listed below:

- Cheyney University, Chester & Creek Roads, Cheyney, PA 19319
- Lincoln University, Oxford, PA 19352
- California University, California, PA 15419
- West Chester University, West Chester, PA
- NAACP, Labor and Industry Committees
- Community Action Centers
- O.I.C. Technical and Vocational Schools
- Black Community Centers
- Black Ministers
- CORE

G3401A - a03401 PREVAILING WAGE ACT

Addendum:

Associated Item(s):

Header:
PREVAILING WAGE ACT

Provision Body:

Submit bids on this project in compliance with the Pennsylvania Prevailing Wage Act, as specified in Section 107.22. If that Act or any portion thereof is finally determined by a court to be invalid and unenforceable, any savings realized by the Contractor as a result of such invalidation accrue to the benefit of the Department or its designee. The prospective bidder agrees, by submitting

this bid, to make payroll records available for audit by the Department. In the event that the bidder fails to afford the Department or its designee the benefit of any savings realized under this paragraph the Department will have the right to withhold payments from this or any other contract in an amount equal to the savings realized plus interest.

G3501B - a03501 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Addendum:

Associated Item(s):

Header:

RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Provision Body:

I. REQUIREMENTS AND DISCRIMINATING STATES -

(a) States Which Apply Preference Favoring In-State Bidders. The Reciprocal Limitations Act, Act 146 of 1986, requires the Commonwealth agencies to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference will be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Commonwealth agencies to have applied a preference for in-state bidders and the amount of the preference:

STATE PREFERENCE

- 1. Arizona 5% (construction materials from Arizona resident dealers only)
- 2. Montana 3%
- 3. Wyoming 5%

(b) States Which Prohibit Use of Out-of-State Goods, Supplies, Equipment, or Materials. The Reciprocal Limitations Act also requires that the Commonwealth agencies not specify, use, or purchase any goods, supplies, equipment, or materials which are produced, manufactured, mined, or grown in any state that prohibits the specification, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, or grown in that state. The following is a list of the states which have been found by the Commonwealth agencies to have prohibited the use of out-of-state goods, supplies, equipment, materials, or bidders and the type of prohibition:

STATE PROHIBITION

- 1. Georgia Forest Products Only
- 2. New Mexico Construction
- 3. New Jersey Chain Link Fence, Portable Sanitation Units, Storage Batteries, Hardware Supplies, Fasteners, Lumber, Building Supplies

If a bid discloses that the bidder is offering to supply the above listed products from the states listed above, it will be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE -

In calculating the preference, the amount of a bid submitted by a Pennsylvania resident bidder will be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency, only for the purpose of determining the apparent low bidder.

III. FOREST OR LUMBER PRODUCTS -

If the project requires the Contractor to provide forest or lumber products for the construction of the project, certify that the lumber or forest products which will be provided were not grown or harvested in a state or foreign country listed in paragraph I.(b) above. Failure to certify, may result in the rejection of the bid.

G4301D - a04301 UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Addendum:

Associated Item(s):

Header:

UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Provision Body:

I. Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction. Contact all utility representatives at least 15 calendar days before starting operations.	
PRIOR	Anticipated completion before the Notice to Proceed is issued. Use actual or anticipated completion date shown.
RESTRICTIVE	To be completed by the utility or string of utilities before operating without restriction. Number of calendar days will start from the actual notice to proceed that is issued to the contractor.
CONCURRENT	Simultaneous with, but not restricting, operations. Number of calendar days required.
COORDINATED	Phasing with specific construction operations. Number of calendar days required after completion of specific construction operations.
NOT AFFECTED	Identifies utility with facilities in the construction area not anticipated to be affected. Specific information may be provided by the utility.
INCORPORATED	Utility relocation work to be incorporated into the prime highway construction contract.
CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS Identify conditions affecting the utility's ability to perform a certain type of utility relocation work, i. e., certain times of the day, week,	

or year that a facility cannot be shut down, acquisition of Right-of-Way by the state, or demolition of buildings.

WINDSTREAM COMMUNICATIONS

Contact: Tom Gerg, telephone 814-849-3552

Construction Contact: Doug Rupert, telephone 814-543-7212

PRIOR: (AERIAL) SR 3003-551, Sta. 54+70 Rt. Utility to install new utility pole adjacent to SR 3003 needs to be relocated outside construction area. Line work on both sides of pole. Remove old pole at Sta. 54+95 RT. During construction temporary pole will be set to clear lines from construction area. Windstream requires ten (10) calendar days for completion of this work. Anticipated completion date is May 9, 2012.

G4802A - a04802 INDEX PRICE FOR DIESEL FUEL

Addendum:

Associated Item(s):

Header:

Index Price for Diesel Fuel

Provision Body:

The index price for diesel fuel (FB), as determined by the Department, is \$3.05 per Gallon. Use this index price in accordance with Section 110.12 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS.

G4901A - a04901 PRICE INDEX FOR ASPHALT CEMENT

Addendum:

Associated Item(s):

Header:

PRICE INDEX FOR ASPHALT CEMENT

Provision Body:

The price index for asphalt cement (PG 64-22), as determined by the Department is \$577 per Ton. Use this price index in accordance with Section 110.04 PRICE ADJUSTMENT OF BITUMINOUS MATERIALS.

G4902C - a04902 PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS

Addendum:

Associated Item(s):

Header:**PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS****Provision Body:**

These requirements provide for a price adjustment, in the form of a payment to the Contractor or a rebate to the Department, for fluctuations in the cost of the steel used in the applicable materials placed as part of the construction work specified in Sections 620, 621, 948, 1002, 1005, 1050, 1056, 1080, and 1085.

(a) General. These price adjustment provisions apply to items in the contract Schedule of Prices, as specified above, including any modified standard or non-standard item where the work to be performed includes incorporation of one or more of the applicable steel materials specified in the above Sections and addressed herein. Additionally, items in the Component Item Schedule (CIS) for an "as-designed" or alternate design structure, as well as work performed under a design-build contract, will be included when applying the specified price adjustment requirements, provided the work to be performed includes incorporation of one or more of the applicable steel materials specified in the above Sections and addressed herein. Terminal sections, end treatments, transitions, and transition treatments associated with guide rail and metal median barrier work; as well as mechanical splice systems, pile tip reinforcement, high load multi-rotational bearings, shear connectors, and scuppers; will not be subject to the price adjustment criteria and conditions specified herein.

To elect to have these price adjustment provisions apply to one or more of the steel product categories identified herein, when planned for incorporation into a specific project, advance notification must be submitted to the Department. The apparent low bidder is required to submit the Steel Escalation Option form attached to the proposal, via fax, to (717) 705-1504, or email to steeloptions@pa.gov by 3:00 pm prevailing local time within 7 calendar days after the bid opening. When the seventh calendar day after the bid opening falls on a day PENNDOT offices are closed, submit the Steel Escalation Option form by 3:00 pm prevailing local time on the next business day. If a properly completed Steel Escalation Option form is not provided by the apparent low bidder within the time specified, the Department will consider the option to apply these price adjustment provisions to the project to be declined. Furthermore, if a Steel Escalation Option form, when provided within the specified time, has been completed such that the Department is unable to ascertain the bidder's intention with regard to the inclusion of any one of the applicable steel product categories, the Department will consider the option to apply these price adjustment provisions to that product category to be declined. No further opportunity to elect steel escalation for the project or an individual steel product category will be made available. In the event the apparent low bid is rejected, the next lowest bidder will be notified to submit the Steel Escalation Option form by 3:00 pm prevailing local time within 7 calendar days after notification.

The Department posts a monthly index price for steel (\$ per ton) based on data obtained from the U.S. Department of Labor (USDOL), Bureau of Labor Statistics, which publishes monthly Producer Price Index (PPI) values for various commodities. The statewide index price for steel will be based on the PPI value posted by USDOL for "Semi-finished Steel Mill Products" (Series ID: WPU101702). The Department will post its monthly index price for steel after the USDOL lists the PPI value on which it is based as final.

The "base / benchmark" index price, SB, will be the steel index price posted by the Department, determined as specified above, for the month in which project letting occurred.

The "invoice" index price, SI, will be the steel index price posted by the Department, determined as specified above, for the month in which applicable steel material is invoiced.

Steel material will be considered invoiced as of the date when an invoice from the steel mill providing the necessary raw material is sent to the Contractor or to a subcontractor, fabricator, manufacturer, or supplier. The steel price adjustment provisions specified herein are not applicable to raw steel material having a mill invoice date that precedes the project letting date. On a quarterly basis, provide documentation of the invoice date for applicable steel material incorporated into the work during the prior 3-month period. Documentation is to be in the form of a tabulation that lists all material invoiced during the period, in chronological order by invoice date; the quantity invoiced; and the applicable contract item(s) and corresponding project location(s) where the invoiced quantity or portion thereof was incorporated, along with copies of supporting invoices. Have a representative of the Contractor, authorized to make such statements, certify that the information provided in the tabulation is complete and accurate and may be relied upon by the Department.

Failure to provide the required tabulation within 10 calendar days of the end of each, applicable 3-month period will result in the Department computing a price adjustment (rebate or increase) using a value for SI that results in the greatest possible price rebate or least possible price increase based on the monthly index prices posted by the Department, to date, since work on the project began.

(b) Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining a price adjustment for steel cost fluctuations.

1. No Price Adjustment. When the ratio SI/SB falls within the range of 0.95 to 1.05, no price adjustment will be made for applicable steel material having an invoice date that falls within the month for which the SI index price was posted.

2. Price Rebate. When the ratio SI/SB is calculated to be less than 0.95, the Department will receive an automatic price rebate, for applicable steel material having an invoice date that falls within the month for which the SI index price was posted, to be determined in accordance with the following formula:

$$P.R. = (0.95 - SI / SB) (SB) (ST)$$

where:

P.R. = Price Rebate

SI = Index price for the month in which applicable steel material is invoiced.

SB = Index price for the month in which project letting occurred.

ST = Quantity (tons) of applicable steel material incorporated into the work during the applicable 3-month period.*

*Computed based on the quantity paid, under applicable contract items, on current estimates processed during the 3-month period addressed in the tabulation provided by the Contractor. Not to exceed the total tonnage of applicable steel material invoiced during the month for which the SI index price was posted, as shown on the Contractor's tabulation.

3. Price Increase. When the ratio SI/SB is calculated to be greater than 1.05, the Contractor will receive a price increase, for applicable steel material having an invoice date that falls within the month for which the SI index price was posted, to be determined in accordance with the following formula:

$$P.I. = (SI / SB - 1.05) (SB) (ST)$$

where:

P.I. = Price Increase

SI = Index price for the month in which applicable steel material is invoiced.

SB = Index price for the month in which project letting occurred.

ST = Quantity (tons) of applicable steel material incorporated into the work during the applicable 3-month period.*

* Computed based on the quantity paid, under applicable contract items, on current estimates processed during the 3-month period addressed in the tabulation provided by the Contractor. Not to exceed the total tonnage of applicable steel material invoiced during the month for which the SI index price was posted, as shown on the Contractor's tabulation.

4. Equivalent Tonnage. For applicable steel material furnished under a separate contract item, under a design-bid-build contract, or under a design-build contract the equivalent steel tonnage will be computed as indicate in the following sections.

For design-build contracts, provide an itemized breakdown of the applicable steel materials addressed herein incorporated into the work and indicate the quantity of each actually installed. Indicated quantities should be based on field measurements or take-offs from the approved plans or shop drawings and be equivalent to those used to compute payments made against the Lump Sum construction item on current estimates.

4.a Guide Rail and Metal Median Barrier. For applicable guide rail and metal median barrier components (i.e. rail elements, posts, and rubbing rail) furnished under separate contract items or as part of a single contract item for guide rail / metal median barrier complete in place, the equivalent steel tonnage is computed as follows:

4.a.1 Guide Rail or Median Barrier Rail Element (Weak Post or Strong Post).

$$\text{Steel Tonnage (ST)} = 7.84 (Q) / 2000$$

where:

Q = Quantity (linear feet) of weak post or strong post guide rail element paid on current estimates processed during the applicable 3-month period

4.a.2. Type 2W Posts.

$$\text{Steel Tonnage (ST)} = 8.67 (L) (Q) / 2000$$

where:

L = Length of each post (feet) as required by the Standard Drawings or as specified

Q = Quantity (each) of Type 2W posts paid on current estimates processed during the applicable 3-month period.

4.a.3 Type 2S Posts.

$$\text{Steel Tonnage (ST)} = 9.17 (L) (Q) / 2000$$

where:

L = Length of each post (feet) as required by the Standard Drawings or as specified

Q = Quantity (each) of Type 2S posts paid on current estimates processed during the applicable 3-month period

4.a.4 Rubbing Rail.

$$\text{Steel Tonnage (ST)} = 8.56 (Q) / 2000$$

where:

Q = Quantity (linear feet) of rubbing rail paid on current estimates processed during the applicable 3-month period

4.b Reinforcement Bars. For applicable reinforcement bars furnished under a separate contract item, as a component item associated with an alternate design structure, or as a component item associated with a design-build contract, the equivalent steel tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (Q) / 2000$$

where:

Q = Quantity (pounds) of reinforcement bars paid on current estimates processed during the applicable 3-month period.

4.c Piles. For applicable steel beam bearing piles, cast-in-place concrete bearing piles, cast-in-place concrete piles, and steel pipe piles, furnished under a separate contract item, as a component item associated with an alternate design structure, or as a component item associated with a design-build contract, the equivalent tonnage is computed as follows:

4.c.1 Steel H-Piles.

$$\text{Steel Tonnage (ST)} = (UW) (Q) / 2000$$

where:

UW= Unit Weight of the Steel Beam* (pounds per foot)

Q = Quantity (linear feet) of steel piles paid on current estimates processed during the applicable 3-month period.

* The unit weight of steel will be the second of the two numbers associated with the size designation for the beam as cited in the item description (i.e. If the item description is "Steel Beam Bearing Piles, HP12xZ4", the unit weight of the steel is 74 pounds per foot).

4.c.2 Cast-in-Place Concrete Piles.

$$\text{Steel Tonnage (ST)} = 2.80 (D) (Q) / 2000$$

where:

D = Diameter of the steel shell (inches)*

Q = Quantity (linear feet) of cast-in-place concrete piles paid on current estimates processed during the applicable 3-month period.

* From the approved structure Plans or field measurements. For cylindrical shells of varying diameter, a weighted average diameter will be used, computed based on the number of shells of each diameter actually installed. For tapered shells, an average diameter will be used, computed as the average of the shell diameters at the butt end and at the tip.

4.c.3 Pipe Piles.

$$\text{Steel Tonnage (ST)} = 6.70 (D) (Q) / 2000$$

where:

D = Diameter of the steel pipe (inches)*

Q = Quantity (linear feet) of pipe piles paid on current estimates processed during the applicable 3-month period.

* From the approved structure Plans or field measurements.

4.d Steel Sign Structure. For applicable steel sign structures constructed under a separate contract item, the equivalent tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (Q) / 2000$$

where:

Q = Quantity (pounds) of steel in each sign structure, or portion thereof, paid on current estimates processed during the applicable 3-month period.*

*Not to exceed the estimated weight of each sign structure as indicated on the structure Plans.

4.e Fabricated Structural Steel. For applicable fabricated structural steel; furnished under a separate contract item, as a component item associated with an "as-designed" or alternate design structure, or as a component item associated with a design-build contract; the equivalent tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (Q) / 2000$$

where:

Q = Quantity (pounds) of fabricated structural steel girders, rolled beams, angle, and plate paid on current estimates processed during the applicable 3-month period.

4.f Precast Reinforced Concrete Box Culverts and Prestressed Concrete Bridge Beams. For applicable precast reinforced concrete box culvert segments and prestressed concrete bridge beams; furnished under a separate contract item, as a component item associated with an "as-designed" or alternate design structure, or as a component item associated with a design-build contract; the equivalent tonnage is computed as follows:

Steel Tonnage (ST) = (UW)(Q)/2000

where:

UW= Unit Weight (pounds per foot) of reinforcing steel in a box culvert segment or of reinforcing steel and prestressing strands in a prestressed bridge beam.*

Q = Quantity (linear feet) of precast reinforced concrete box culvert segments and prestressed concrete bridge beams paid on current estimates processed during the applicable 3-month period.

* Submit documentation indicating the weight (pounds) of reinforcing steel included in and the length (feet) of each box culvert segment, and the weight (pounds) of mild reinforcing steel and prestressing strands included in and the length (feet) of each prestressed bridge beam. UW will be computed as the average of the unit weight of steel (i.e. weight of steel divided by length) in each box culvert segment, or as the average of the unit weight of steel (i.e. weight of steel divided by length) in each prestressed bridge beam. Documentation must be submitted at the time required shop drawings are submitted for approval.

5. Payment/Rebate. The price adjustment will be paid, or rebated, upon approval of a contract adjustment to be prepared on a quarterly basis as applicable work is completed. Cumulative quarterly price adjustments amounting to less than \$1,000 will be disregarded.

6. Expiration of Contract Time. When eligible materials are purchased after expiration of contract time and liquidated damages are chargeable, the value for SI used to compute the price adjustment will be either the index price for the month in which applicable steel material is invoiced or the index price at the time contract time expired, whichever is less.

7. Final Quantities. Upon completion of the work and determination of final pay quantities, a final contract adjustment may be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for SI used in the price adjustment formula will be the average of all SI values previously used for computing price adjustments.

8. Inspection of Records. The Department, through the Office of Inspector General, reserves the right to inspect the records of the prime contractor and its subcontractors and material fabricators and suppliers to ascertain actual invoicing dates and quantity information for the steel material used in the performance of applicable items of work.

9. Extra Work. When applicable items of work, as specified herein, are added to the contract as Extra Work, in accordance with the provisions of Section 110.03, no price adjustment will be made for fluctuations in the cost of the steel used in manufacturing the materials placed during performance of the extra work. The current price for steel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on a force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel.

G7037D - a07037 CHANGES TO SPECIFICATIONS: SECTIONS 106, 108, 514, 515, 516, 676, AND 1107

Addendum:

Associated Item(s):

Header:

Changes to Specifications: Sections 106, 108, 514, 515, 516, 676, and 1107

Provision Body:

SECTION 106—CONTROL OF MATERIAL

- **Section 106.01 General.**Revise to read as follows:

106.01 GENERAL—Use material complying with the requirements of these specifications. At the pre-construction conference, submit a list of material to be sampled and tested by the Contractor and a list of material to be sampled and tested by the Department.

Comply with the provisions of the Pennsylvania Trade Practices Act, 71 P.S. Section 773.101, et seq., concerning the purchase of aluminum and steel products produced in a foreign country. On Federal -Aid projects, also comply with the provisions specified in Section 106.10.

Comply with the provisions of the Steel Products Procurement Act, 73 P.S. Section 1881, et seq. in the performance of the contract or any subcontract.

Following contract execution, furnish to the Department a complete statement of the project construction material's origin, composition, and manufacture.

For Fabricated Structural Steel materials, as identified in Section 1105.01(a) and inspected in accordance with Section 1105.01(e), and any other fabricated aluminum, precast or prestressed concrete products inspected during manufacturing, stamped and approved for shipment by the Department's Representative, furnish Form CS-4171 to the Inspector-in-Charge. Certified mill test reports for any steel included will be reviewed by the Department's Inspector and retained by the fabricator.

For all other steel products or products containing steel that will serve a permanent functional use in the project, provide the Inspector-in-Charge the following when the product is delivered to the project site:

- For any "identifiable" steel products, certification that Section 4 of the Steel Products Procurement Act, 73 P.S. Section 1884, has been complied with. Identifiable steel products are steel products which contain permanent markings which indicate the material was both melted and manufactured in the United States.
- For all other "unidentifiable" steel products, documentation such as invoices, bills of lading, and mill certification that positively identify that the steel was melted and manufactured in the United States.

The provisions of the Steel Products Procurement Act will not be waived unless the Secretary has determined, under authority granted in Section 4(b) of the act, that a certain steel product or products is not produced in the United States in sufficient quantities to meet contract requirements. Such a determination will be set forth in a proposal for the Department's review and response. Include with the proposal a comprehensive list of sources, including names and contact information, for verification. The Secretary does not have the authority to waive the provisions specified in Section 106.10.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, otherwise similarly processed, or processed by a combination of two or more of these operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or any other steel -producing process. Included are cast iron products and machinery and equipment as listed in United States Department of Commerce Standard Industrial Classification 25, 35, and 37 and made of, fabricated from, or containing steel components. If a product, as delivered to the project, contains both foreign and United States steel, such product is considered to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. On Federal -Aid projects, comply with the provisions specified in Section 106.10.

No payment will be made on the contract if unidentified steel products are supplied, until the hereinbefore requirements are met.

Any payments made that should not have been made may be recoverable from a manufacturer or supplier as well as from a contractor or subcontractor.

Any person who willfully violates the Steel Products Procurement Act will be prohibited from submitting bids for any contract for a period of 5 years from the date of determination that a violation has occurred. If a subcontractor, manufacturer or supplier, violates

the Steel Products Procurement Act, such person will be prohibited from performing any work or supplying any materials to the Department for a period of 5 years from the date of determination that a violation has occurred.

If steel products are used as a construction tool or appurtenance and will not serve a permanent functional use in the project, compliance with the Steel Products Procurement Act is not required.

When standard manufactured items are specified and these items are identified by unit mass (unit weight), section dimensions, or similar characteristics, their identification will be considered to be nominal masses (weights) or dimensions. Unless more stringently controlled by specified tolerances, industry established manufacturing tolerances will be accepted.

SECTION 108—PERFORMANCE AND PROGRESS

- **Section 108.07(a) Construction Engineering Liquidated Damages. Revise to read as follows:**

(a) Construction Engineering Liquidated Damages . For each day that any physical work remains uncompleted after the Required Completion Date, the sum per day specified in the following schedule, unless otherwise stated in the proposal, will be deducted from money due or to become due. This deduction will not be as a penalty, but as Construction Engineering Liquidated Damages.

Original Contract Amount		Schedule of Daily Charges For Construction Engineering Liquidated Damages
From More Than	To and Including	Per Calendar Day
\$ 0	\$ 400,000	\$ 825
400,000	1,000,000	1,535
1,000,000	5,000,000	2,085
5,000,000	10,000,000	3,280
10,000,000	15,000,000	4,285
15,000,000		5,660

In the event the Contractor is declared in default, as specified in Section 108.08, Construction Engineering Liquidated Damages will be charged as provided by this section. If the total amount chargeable as Construction Engineering Liquidated Damages exceeds the amount payable to the Contractor or the surety, the excess is to be paid to the State by the Contractor or the surety.

SECTION 514—DIAMOND GRINDING OF CONCRETE PAVEMENT

- **SECTION 514.3(e) Concrete Pavement Rehabilitation. Revise to read as follows:**

(e) Concrete Pavement Rehabilitation. Concrete pavement repairs including concrete pavement patching, concrete spall repair, dowel retrofit, slab stabilization, and slab jacking must be completed before the start of any diamond grinding operations.

After completing the concrete rehabilitation operation, determine the ride quality of the existing pavement in accordance with Section 507.3(a) and Section 507.3(b), before performing any diamond grinding. After completing the diamond grinding operations,

reevaluate the ride quality of the pavement surface according to Section 507.3(a) and Section 507.3(b). Use the same pavement surface profile measuring equipment to perform all ride quality evaluations on the project.

After diamond grinding the pavement surface, provide a maximum IRI of 70 in/mile for facilities where posted speed limits are greater than 45 miles per hour, and a maximum IRI of 90 in/mile for facilities where posted speed limits are less than or equal to 45 miles per hour. Meet these requirements in all IRI lots where diamond grinding of the pavement was performed to receive payment.

1. Lots. A full lot is 528 feet of a single lane. The Representative will designate lots starting at the beginning ride quality limit and continuing to the ending ride quality limit for each pavement lane and ramp that is 12 feet or wider. Do not include the length of excluded areas in the 528 feet. Excluded areas will consist of; bridge decks, ramps less than 1,500 feet, in length, tapered pavements less than 12 feet wide, partial lots less than 100 feet in length, shoulders, medians, and other pavement surfaces as indicated.

SECTION 515—SAWING AND SEALING OF BITUMINOUS OVERLAYS

- **SECTION 515.3(b) Sawing. Revise to read as follows:**

(b) Sawing. Make all saw-cuts directly above the existing transverse joints within ± 1 inch. Saw-cuts which do not meet this tolerance will be declared defective as outlined in Section 105.12. Do not saw cut until the bituminous course has cooled below 140F. Perform saw cutting within 7 days after placing the wearing course. Perform this work on all finished overlay areas before discontinuing work due to seasonal paving limitations.

Make saw-cuts only in the lane in which the existing joint is located. Extend the saw-cuts through any existing widening. Provide separate saw-cuts in each lane if existing transverse joints are offset more than 1 inch.

Use the following table to determine saw-cut reservoir size:

Overlay Thickness	Reservoir
inches	inches
$\leq 1\frac{1}{2}$	1/2 deep by 1/2 wide
$> 1\frac{1}{2}$	1 deep by 1/2 wide

Additionally, if the total depth of overlay is 3 1/2 inches or greater, make an initial saw-cut 1/8 inch wide to a depth of 1 1/2 inches or one-third of the total overlay thickness, whichever is greater. Indicated overlay depths do not include scratch or leveling courses less than 1 inch.

If wet sawing, immediately flush the reservoir with water.

If not placing the wearing course within the same construction season, provide a 1/8-inch wide saw-cut in the last placed bituminous course to a minimum depth of 1 inch or one-third the thickness of the bituminous material placed, whichever is greater.

SECTION 516—CONCRETE PAVEMENT PATCHING

- **SECTION 516—Description. Revise to read as follows:**

516.1 DESCRIPTION—This work is the construction of single course, full depth, normal strength or accelerated strength, cement concrete pavement patches. Do not patch less than one lane width. If diamond grinding is to be performed, test the pavement surface in the longitudinal direction as specified in Section 514.3(d)2.

(a) Patching Joint. Provide full depth saw-cuts at the existing pavement/patch interface, install load transfer dowels in the transverse faces of the existing pavement, construct a sealant reservoir, and seal the joint.

(b) New Pavement Joint. Provide load transfer unit, construct sealant reservoir, and seal the joint.

(c) Normal and Accelerated Concrete Pavement Patching, Type A. Construct patches between 6 feet and 20 feet long.

(d) Normal and Accelerated Concrete Pavement Patching, Type B. Construct patches between 20.1 feet and 65 feet long.

(e) Normal and Accelerated Concrete Pavement Patching, Type C. Construct patches between 65.1 feet and 500 feet long.

- **Section 516.2(a) – Cement Concrete—Class AA. Revise to read as follows:**

(a) Cement Concrete—Class AA. Section 704

- **Section 516.2(g) Concrete Curing Materials. Revise to read as follows:**

(g) Concrete Curing Materials. For normal strength concrete, use Section 711.1(a), (b), (c), (d), and (e); or Section 711.2(a), Type 2.

For accelerated strength concrete, use Section 711.1(b) and Section 711.2(a), Type 2, or 711.2(b).

- **Section 516.2(j) Tape Bond Breaker. Revise to read as follows:**

(j) Tape Bond Breaker. An approved self adhesive tape.

- **Section 516.2(k) Anchor Material. Revise to read as follows:**

(k) Anchor Material. An approved adhesive anchoring material listed in Bulletin 15.

- **Section 516.3(a) General. Revise to read as follows:**

(a) General. Prepare a QC Plan as specified in Section 106.03(a)2.a and submit it for review. The QC Plan must describe appropriate action points for all phases of construction, including concrete mixing and curing, joint sawing and sealing, and sampling and testing for opening to traffic. If patching adjacent lanes, construct concrete pavement patches one lane at a time where two lane width construction would interfere with traffic. The Representative will surface mark patch areas in advance of the sawing operations.

Protect traffic from drop off conditions as specified in Section 901.3(j). Do not allow excavated patch areas to remain un-patched for more than 2 calendar days or over weekends or holidays.

If it rains while the patch area is open, excavate an outlet through the shoulder at the lowest point of the patch as directed. Repair any damage to the existing shoulders as a result of this work, at no expense to the Department. After saw cutting the existing pavement, allow traffic on patch areas of existing pavement for a maximum of 72 hours. Do not allow saw cuts in excess of 1/2 inch in width to be opened to traffic.

For normal strength patches, do not place concrete if the air temperature falls below 40F. For accelerated strength patches, do not place concrete if the air temperature falls below 45F. Before placing concrete, ensure adequate equipment and trained personnel are available, and sufficient hauling units scheduled, to maintain continuity in placement.

- **Section 516.3(b) Saw Cutting. Revise to read as follows:**

(b) Saw Cutting. Use a saw equipped with a diamond-tipped blade, a blade guard, alignment guides, water cooling system, and cut-depth controls for saw cutting the perimeter of the patch. Do not allow cooling water, slurry, and dust from the sawing operation to enter any lane opened to traffic. Make all required full depth longitudinal saw cuts along the perimeter of the patch prior to making any full depth transverse saw cuts.

Where only one lane is being patched, make a full depth saw-cut in the existing longitudinal joint for the full length of the patch. Where multiple lanes are being patched one lane at a time, perform one of the following:

- Make a full depth saw-cut within the adjacent lane to be patched. Make the saw-cut parallel and not more than 1 foot from the existing longitudinal joint. Form the patch joint in the same location as the existing longitudinal joint and backfill behind the forms with aggregate at no additional cost to the Department.
- Make a full depth saw-cut in the existing longitudinal joint for the length of the patch and insert a temporary rigid separator between the adjacent lane and the patch area. Do not use a temporary rigid separator greater than 1/8 inch thick.

Make full depth transverse saw-cuts at the locations marked on the pavement surface. Do not break back the underside of the existing pavement. If break back or spalling occurs, make a new full depth transverse saw-cut beyond the area of break back or spalling. Place the additional length of patch at no expense to the Department. If break back or spalling occurs in the adjacent lane, repair the damaged area at a minimum with a full depth Type A concrete patch at no additional expense to the Department. Full depth saw cuts at the patch limits will be allowed to extend transversely into the adjacent pavement up to full depth + 2 inches provided dowel bars in the adjacent lane are not damaged. Additional full depth transverse saw cuts will be allowed to facilitate slab removal but may not extend transversely into the adjacent pavement to remain in place.

- **Section 516.3(c) Removal of Existing Pavement. Revise to read as follows:**

(c) Removal of Existing Pavement. Remove concrete between narrowly spaced saw-cuts at the end of a proposed patch area in a manner that does not damage any adjacent pavement that is to remain in place.

As an alternate, a wheel saw having carbide steel tips may be used before making the full depth transverse saw-cuts necessary for the patching joint. Limit penetration of the wheel to minimize disturbance to the subbase. Do not allow wheel saws with carbide steel tips to cut into pavement that is to remain in place. Discontinue using a wheel saw if unsatisfactory results are obtained as determined by the Representative.

Remove the concrete in the patch area in one or more pieces minimizing disturbance to the subbase, subgrade, and the adjacent pavement to remain in place. Do not use drop hammers or hydro hammers. If damage occurs to pavement to remain in place, repair as specified in Section 516.3(b) at no additional cost to the Department.

If the surface of the subbase is disturbed by the removal technique, recompact the surface using small vibratory compactors. If the disturbed material is deeper than 1 inch, remove the disturbed material with hand tools and replace with concrete during paving at no expense to the Department.

Correct all subbase surface irregularities exceeding 1 inch in depth by loosening the surface and removing or adding material as required. Compact the corrected area and surrounding surface by rolling to proper grade and slope.

- **Section 516.3(j) Curing of Concrete. Revise to read as follows:**

(j) Curing of Concrete. For normal strength patches, immediately after finishing operations have been completed, cover and cure the patch surface as specified in Section 501.3(l).

For accelerated patches, cure concrete as specified in Section 501.3(l) 1.b or using approved curing insulation materials. Apply white membrane-forming curing compound as specified in Section 501.3(l) 1.c. The Contractor may use black membrane-forming curing compound provided the patch area will not be accessible to traffic before placement of a surface course. Discontinue use of black membrane-forming curing compound if it performs unsatisfactorily as a curing agent, and resume curing by other methods as specified. Cure test cylinders under the same conditions as the concrete pavement patch. Provide insulation or heating of patches if the ambient temperature drops below 80F during the curing operation. Control the curing temperature and monitor at least hourly to ensure that the concrete pavement patch does not experience a curing temperature change in excess 40F within any 1-hour period during the curing operation. If a change in curing temperature in excess of 40F occurs in the concrete pavement patch within any 1-hour period, the work will be considered defective.

- **Section 516.3(m) Longitudinal Joints. Revise to read as follows:**

(m) Longitudinal Joints. In two lane width patching being performed at the same time, construct a Type L joint as shown on the Standard Drawings.

In two lane patching being performed one lane at a time, or one lane patching, provide a 1/4-inch, full depth, polystyrene board bond breaker in the longitudinal joint of Type A and B patches. Do not provide a bond breaker in the longitudinal joint of Type C patches. Provide tiebars in all Type C patches. For all patch types, saw cut the longitudinal joint 1/4 inch wide and 1 inch deep. Center the saw-cut over the joint.

- **Section 516.3(n) Sealing. Revise to read as follows:**

(n) Sealing. Seal all longitudinal and transverse joints constructed as part of this work, as specified in Section 501.3(n).

Seal all saw-cuts extending beyond the patch limits.

- **Section 516.3(q) Opening to Traffic. Revise to read as follows:**

(q) Opening to Traffic. For normal strength patches, do not open the repaired area to traffic until the concrete has obtained a minimum compressive strength of 3,000 pounds per square inch, when tested according to PTM No. 604.

For accelerated strength patches, obtain samples of plastic concrete, for compressive strength testing for opening to traffic, from each 100 cubic yards or fraction thereof of the day's placement, and, unless otherwise required, from the last mixer load of the day, according to the approved QC Plan. Sample locations will be selected according to PTM No. 1. Test concrete for compressive strength according to PTM No. 604, at the time of opening to traffic but no later than 7 hours after the test specimens were molded. Concrete lots that have not attained a minimum compressive strength of 1,200 pounds per square inch at the time of opening to traffic will be considered defective work.

SECTION 676—CEMENT CONCRETE SIDEWALKS

- **Section 676.3(h) Curb Ramps. Revise to read as follows.**

(h) Curb Ramps. As required and where indicated, construct cement concrete sidewalk for curb ramp configurations as indicated on Standard Drawing RC 67M except for the detectable warning surface located at the bottom of each ramp. Construct the detectable warning surface as specified in Section 695.

Create a slip-resistant textured surface for the full width and length of the curb ramp and any side-flares excluding the detectable warning surface. Use a coarse, stiff-toothed broom to create a textured pattern that is worked perpendicular to the slopes of the curb ramp.

Shape rounded edges instead of sharp angled edges while the concrete is still plastic for all slope changes of the curb ramp especially where the top of the curb ramp meets adjacent sidewalk surfaces.

Embed detectable warning surface in fresh, wet concrete at the proper location for the curb ramp before the wet concrete has set.

SECTION 1107—PRESTRESSED CONCRETE BRIDGE BEAMS

- **Section 1107.03(d)5.b. Air Content.** Revise to read as follows:

5.b Air Content. Provide an air content of 6% ± 1.5% for traditional mixes and 7% ± 2% for self consolidating (SCC) mixes. The air content requirement may be waived if the mix meets the following additional qualification tests before production:

- Rapid Chloride Permeability, AASHTO T277: 1500 coulombs at 56-days
- Freeze Thaw Resistance, ASTM C666, Procedure A or B: Minimum durability factor of 90 at 300 cycles.

G7038B - a07038 Changes to Specifications: Sections 101, 103, 110, 419, 695, 930, 931, 932, 934, 935, 938,

Addendum:

Associated Item(s):

Header:

a07038 Changes to Specifications: Sections 101, 103, 110, 419, 695, 930, 931, 932, 934, 935, 938, 1012, 1015, and 1103

Provision Body:

SECTION 101—ABBREVIATIONS AND DEFINITIONS OF TERMS

- **Section 101.03 DEFINITIONS.**Revise to include the following:

MAJOR ITEM OF WORK—Any item having a unit of measure of other than Lump Sum, Call, Dollar, or Predetermined Amount (PDA).

SECTION 103—AWARD AND EXECUTION OF CONTRACT

- **Section 103.03 Cancellation of Award.**Revise to read as follows:

103.03 CANCELLATION OF AWARD—The Secretary reserves the right to cancel the award of any contract at any time before its approval by the Chief Counsel, the General Counsel, and/or the Attorney General, or their designees, when such cancellation is in the best interests of the State. In the event of such cancellation, payment will be made for the documented costs of insurance and surety bonds required under Sections 103.04 and 103.05, and the documented cost of actual expenses reasonably incurred in accordance with a Letter of Intent, when specified and issued by the Deputy Secretary for Highway Administration.No payment will be made for damages of any other kind including, but not limited to, lost profits.

- **Section 103.07 Cancellation of Contract.**Revise to read as follows:

103.07 CANCELLATION OF CONTRACT—The contract may be canceled by either party if the Notice to Proceed is not issued on or before the Anticipated Notice to Proceed Date specified in the bid package or within 30 days of the Award of the contract, whichever is later. Extension(s) of the cancellation period will be made only by mutual written consent of the parties to the contract provided such written consent is given before the expiration of the cancellation period. Prices will not be renegotiated. The Secretary also reserves the right to cancel the contract any time before the actual Notice to Proceed Date. If the contract is canceled, payment will be made for the documented costs of insurance and surety bonds required under Sections 103.04 and 103.05, and the documented cost of actual expenses reasonably incurred in accordance with a Letter of Intent, when specified and issued by the Deputy Secretary for Highway Administration. No payment will be made for damages of any other kind including, but not limited to, lost profits.

SECTION 110—PAYMENT

- **Section 110.02(d) Required Changes in the Scope of Work.**Revise to read as follows:

(d)Required Changes in the Scope of Work.The Department reserves the right to make, in writing, at any time, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations in the work will neither invalidate the contract or release the surety, and the Contractor agrees to perform the work as changed or altered.

If alterations in the work or changes in quantities do not significantly change the character of the work to be performed under the contract, the work will be paid for at the original contract unit price.

If alterations in the work or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profits, will be made as specified in Section 110.03. The basis for the adjustment will be agreed upon before the performance of the work. If a basis cannot be agreed upon, the work will be paid for as extra work as specified in Section 110.03.

The term “significant change in character” applies only to the following circumstances:

- If the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- If any major item of work as defined in Section 101 is increased to in excess of 125% or decreased to below 75% of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125% of the original contract item quantity or, in case of a decrease below 75%, to the actual quantity of work performed.

When a contract item experiences a significant change in character as a result of a decrease to below 75% of the original contract quantity, the actual quantity of work performed may be paid at an adjusted price, as agreed upon with the Contractor and as approved; however, total compensation will not exceed the contract item’s original value. Item value is defined as the original contract quantity multiplied by the contract unit price.

SECTION 419—STONE MATRIX ASPHALT MIXTURE DESIGN, RPS CONSTRUCTION OF PLANT-MIXED HMA WEARING COURSES

- **Section 419.2(d) Stabilizer.**Revise to read as follows:

(d) Stabilizer. Provide mineral fiber, cellulose fiber, or crumb rubber (CR) stabilizers conforming to the requirements below and added at a rate specified in Table B.Use the dosage rate prescribed in the JMF.

1.Requirements for All Fiber Types. Fibers must prevent draindown in the mixture according to the tolerances in Table B.Use a fiber of the type and properties appropriate to the plant’s metering and delivery system.

2.Cellulose Fibers. Fibers must be of sufficient quality to prevent mixture draindown.

3.Cellulose Pellets. Use cellulose fiber stabilizing additive in pellet form that disperses sufficiently at mixing temperature to blend uniformly into the asphalt mixture.Use pellets that do not exceed 6 mm (0.25 inch) average diameter.Pellets may contain binder ingredients such as asphalt cement, wax, or polymer.Do not use pellets if the binder ingredient exceeds 20.0% of the total mass (weight) of the pellets.Use binder that produces no measurable effect on the properties of the asphalt cement.Do not use fiber pellets which soften or clump together when stored at temperatures up to 50 °C (122F).

Note: If the binder material constitutes more than 3% of the pellet mass (weight), base the dosage rate on the net fiber content.

4.Mineral Fibers.Use mineral fibers made from virgin basalt, diabase, slag, or other silicate rock.Use an approved mineral fiber meeting the following requirements for shot content, as tested according to ASTM C 612.

Sieve	Percent Passing
250 μm (No. 60)	85 - 95
63 μm (No. 230)	60 - 80

5.Crumb Rubber (CR). Use CR derived from the processing of recycled tires.Rubber tire buffings produced by the retreading process qualify as a source of CR.Furnish processed, free flowing CR from a manufacturer listed in Bulletin 15, certified as specified in Section 106.03(b)3.

5.a Gradation.Meet the following gradation as determined according to ASTM D 5461 using 200 mm diameter sized sieves and maintaining a maximum allowable loss after sieve analysis of 7.65%.As an alternative dry sieve analysis test method, perform the sieve analysis of the CR according to Florida Test Method, FM 5-559.

CR Gradation	
Sieve Size	Percent Passing
4.75 mm (No. 200)	100
2.36 mm	98 - 100
75 μm (No. 200)	0 - 3

5.b Contaminants. Provide CR relatively free from fabric, wire, cord, and other contaminating materials to a maximum total contaminant content of 2.5% (maximum of 1.0% iron, 1.0% fiber, and 0.5% other contaminants by mass (weight) of total CR sample components).

Remove rubber particles from the fiber balls before weighing.Determine the metal content by thoroughly passing a magnet through a 50 ± g (1.76 ± 0.004 ounces) sample.Determine fiber content by weighing fiber balls, which are formed during the gradation test procedure.

- Section 419.2(d) Table B.Revise to read as follows:

TABLE B

Mix Design Requirements for SMA Mixtures

AGGREGATE GRADATION REQUIREMENTS, PERCENT PASSING		
Sieve Size	9.5-mm Mixture	12.5-mm Mixture
19.0 mm (3/4 inch)	-	100
12.5 mm (1/2 inch)	100	90 – 99

9.5 mm (3/8 inch)	75 – 95	70 – 85
4.75 (No. 4)	30 – 50	28 – 40
2.36 mm (No. 8)	20 – 30	20 – 30
1.18 mm (No. 16)	-	-
600 mm (No. 30)	-	-
300 mm (No. 50)	-	-
150 mm (No. 100)	-	-
75 mm (No. 200)	8 – 13	8 – 11
VOLUMETRIC DESIGN REQUIREMENTS		
Design Gyration (N_{design})	100	
Voids in Mineral Aggregate	18.0 % Minimum	
Voids in Course Aggregate (VCA)	VCA _{mix} < VCA _{dry rodded}	
Design air voids	3.5 - 4.0 %	
Minimum asphalt binder content	Table C	
Binder grade	PG 76-22	
Stabilizer content	Cellulose:0.2 to 0.4 % by total mix mass (weight) Mineral:0.3 to 0.4 % by total mix mass (weight) CR:0.3 to 1 % by total mix mass (weight)	
Draindown	0.3 % maximum	

- **Section 419.3(l) Joints.Revise to read as follows:**

(l)**Joints.**Section 409.3(k).

SECTION 695—DETECTABLE WARNING SURFACE

- **Section 695.2(a) Detectable Warning Surface (DWS).**Revise to read as follows:

(a) Detectable Warning Surface (DWS). Provide a DWS product from a manufacturer listed in Bulletin 15 and meeting the requirements of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Provide certification as specified in Section 106.03(b)3 that the DWS meets the following PROWAG criteria:

- **General.**Detectable warning surface with the surface comprised of truncated domes.Dome size and spacing as specified and as indicated on Standard Drawing, RC-67M.
- **Surface.**Slip resistant.
- **Contrast.**Provide a DWS color, as approved by the Representative, that contrasts visually with adjacent walking surfaces either light-on-dark or dark-on-light.

SECTION 930—POST MOUNTED SIGNS, TYPE A

- **SECTION 930.2(a) Extruded Aluminum Channel Signs, Posts, and Miscellaneous Material.**Revise to read as follows:

(a) Extruded Aluminum Channel Signs, Posts, and Miscellaneous Material.

- Extruded Aluminum Channel Signs—Section 1103.02
- Steel S or W Beam Posts and Breakaway System—Section 1103.07
- Galvanized Steel Hex Head Bolts, Nuts, Lock - Washers; Aluminum Post-Clips, Auxiliary Supports for Exit Panels, 1/8-inch Rivets—Section 1103.11

- **SECTION 930.3(h) Erection.**Revise to read as follows:

(h) Erection. Install nuts on post clips with a torque wrench for extruded aluminum channels. Apply 225 inch-pounds of torque to each galvanized nut with the threads dry, clean, and unlubricated.

Attach the sign to posts with twist - in toggle and buckle straps or stainless steel post - clips for flat sheet aluminum. Apply 225 inch-pounds of torque to each stainless steel nut with the threads dry, clean, and unlubricated.

Clean signs after erection, removing any accumulation of oil, grease, dirt, or foreign material.

Brace the panel with one or more auxiliary supports if exit panels cannot be supported by two sign posts.

SECTION 931—POST MOUNTED SIGNS, TYPE B

- **SECTION 931.2 MATERIAL.** Revise to read as follows:

931.2MATERIAL—As shown on the Standard Drawings and as follows:

- Flat Sheet Signs—Section 1103.04
- Breakaway Steel Posts—From a manufacturer listed in Bulletin 15, and as specified in Section 1103.08.
- Anti - Theft Hardware—Section 1103.11, System A
- Packaged Dry Concrete—Section 624.2(b)

SECTION 932—POST MOUNTED SIGNS, TYPE C

- **SECTION 932.2(a) Signs, Posts, Supports, and Miscellaneous Material.**Revise to read as follows:

(a)Signs, Posts, Supports, and Miscellaneous Material.

- Flat Sheet Signs—Section 1103.04
- Treated Wood Posts—Section 1103.09
- Anti-Theft Hardware—Section 1103.11, System A
- Lag Screws—Section 1103.11(d)
- Shims and Bars—Section 1105.02(a)2
- Brackets—Section 1105.02(f)2

SECTION 934—POST MOUNTED SIGNS, TYPE E

- **SECTION 934.2(a) Extruded Aluminum Channel Signs, Posts, Supports, and Miscellaneous Material.**Revise to read as follows:

(a)Extruded Aluminum Channel Signs, Posts, Supports, and Miscellaneous Material.

- Extruded Aluminum Channel Signs—Section 1103.02
- Treated Wood Posts—Section 1103.09(a)
- Composite Posts—Section 1103.09(b)
- Galvanized Steel Hex Head Bolts, Nuts, Lock-Washers; Aluminum Post-Clips, Auxiliary Supports for Exit Panels, Rivets—Section 1103.11
- Angles (Supports)—Section 1103.12(g)
- Shim Bars and Plates (Supports)—Section 1105.02(a)2

- **SECTION 934.2(b) Flat Sheet Aluminum Signs with Stiffeners, Posts, and Miscellaneous Material.**Revise to read as follows:

(b)Flat Sheet Aluminum Signs with Stiffeners, Posts, and Miscellaneous Material.

- Flat Sheet Aluminum Signs with Stiffeners—Section 1103.03
- Treated Wood Posts—Section 1103.09(a)
- Composite Posts—Section 1103.09(b)
- Rivets—Section 1103.11(e)
- Stainless Steel Bolts, Nuts, Washers, Post-Clips; Twist-In Toggles and Buckle Straps; Butting Plates; Auxiliary Supports for Exit Panels—Section 1103.11
- Angles (Support)—Section 1103.12(g)
- Shim Bars and Plates (Supports)—Section 1105.02(a)2

SECTION 935—POST MOUNTED SIGNS, TYPE F

- **SECTION 935.2 MATERIAL.**Revise to read as follows:

935.2MATERIAL—As shown on the Standard Drawing for the corresponding type post and as follows:

- Flat Sheet Signs—Section 1103.04
- Brackets and Bars (Supports)—Section 1103.12
- Extruded Aluminum Channel Signs—Section 1103.02
- Flat Sheet Aluminum Signs with Stiffeners—Section 1103.03
- Galvanized Steel Hex Head Bolts, Nuts, Lock-Washers; Aluminum Post-Clips; Lag Screws; Rivets; Anti-Theft Sign Hardware (System A)—Section 1103.11

SECTION 938—DISTANCE MARKERS

- **SECTION 938.2 MATERIAL.**Revise to read as follows:

938.2MATERIAL—As shown on the Standard Drawings and as follows:

- Aluminum Blanks—Section 1103.04(a)
- Breakaway Steel Posts—Section 1103.08
- Anti - Theft Hardware—Section 1103.11(j)
- Brackets, Bars, Clamps, Straps and Gussett Plates (Supports)—Section 1103.12(i)

SECTION 1012—PEDESTRIAN RAILING

- **SECTION 1012.2(a) Railing.**Revise to read as follows:

(a)Railing.

- Aluminum-Alloy Casting—ASTM B 26/B 26M, Alloy SG70A-T6 or ASTM B 108, Alloy SG70A-T6.
- Aluminum-Alloy Bolts—ASTM B 211/B 211M, Alloy 2024-T4.

- Aluminum-Alloy Nuts—ASTM B 211/B 211M, Alloy 6061-T6.
- Nylon Washers—Section 1103.11(j)2
- Bolt Heads—Regular hexagon, ANSI B18.2.3.5M (ANSI B18.2).
- Nuts. Finished hexagon, ANSI B18.2.4.6M (ANSI B18.2)—Threads, Class 6, 6g, or 6H (Threads, Class 2, 2A, or 2B).
- Aluminum Alloy Balusters – ASTM B 221/B 221M, Alloy 6061-T4.
- Post assembly and panel to post aluminum washers – ASTM B209, Alloy 2024-T3.
- Cast Aluminum Post Base – ASTM B 26/B 26M, Alloy SG70A-T6 or ASTM B 108/ B 108M, Alloy SG70A-T6.
- Other Aluminum Alloys—Section 1013.2(a)

Certify as specified in Section 106.03(b)3.

SECTION 1015—PROTECTIVE BARRIER

- **SECTION 1015.2(a) Barrier.**Revise to read as follows:

(a)Barrier.

- Aluminum-Alloy Extruded Section—ASTM B 221/B 221M, Alloy 6061-T6 or 6351-T5.
- Aluminum-Alloy Sheet and Plate—Alloy 6061-T6
- Aluminum-Alloy Bolts— ASTM B 211, Alloy 2024-T6 or 6061-T6
- Aluminum-Alloy Nuts—ASTM B 211/B 211M, Alloy 6061-T6.
- Nylon Washers—Section 1103.11(j)2
- Bolt Heads—Regular hexagon. ANSI B18.2.3.5M (B18.2)
- Nuts—Finished hexagon, ANSI B18.2.4.6M (B18.2) Thread, Class 6, 6g, or 6H (2, 2A, or 2B)
- Other Aluminum Alloys—Section 1013.02(a)

Certify as specified in Section 106.03(b)3.

SECTION 1103—TRAFFIC SIGNING AND MARKING

- **SECTION 1103.11 MISCELLANEOUS MATERIALS.**Revise to read as follows:

1103.11MISCELLANEOUS MATERIALS—

(a) **Hex Head Bolts, Nuts, and Washers for Extruded Panel Sign Post-Clips.**Galvanized steel as specified in Section 1105.02(s):

- 1.Hex Head Bolts.**ASTM A307, Grade A or B.
- 2.Nut.**ASTM A563 DH or ASTM A194 Grade 1 or 2.
- 3.Washer.**Carbon steel helical coil or ASTM F436 or ASTM F844 (Note 1)

Note 1:If either ASTM F436 or ASTM F844 flat washers are used, bolt must be fastened either using two nuts or a single nut with the threads galled adjacent to the nut to prevent loosening.

(b)**Post - Clips.**For extruded panel signs, aluminum, conforming to ASTM B 108, Alloy 356-T6. For flat sheet aluminum signs with stiffeners, stainless steel, Type 304, 14 gage.

(c)**Auxiliary Supports for Exit Panels.**Aluminum conforming to ASTM B 211/B 211M, Alloy 6061-T6. 3 inches by 3 inches by 3/16-inch angle, 6 1/2 feet long or long enough to attach to three stiffeners on the main sign.

(d)**Lag Screws.** 5/16-inch round head, galvanized steel as specified in Section 1105.02(s); ASTM A 307.

(e) **Rivets.**Aluminum, self - plugging or hollow - core, as follows:

- 3/16-inch for mounting reflective units and distance plaques—Alloy 5056 with 7178 mandrels.
- 3/16-inch for mounting flat aluminum sheets to stiffeners sections— Alloy 5056 with carbon steel mandrels.

Rivet size specified is the minimum shank diameter. Use rivets with sufficient grip range to attach to background sign material, stiffeners, or posts. Use a No. 10 drill for 3/16-inch rivets for attachment of stiffeners and splice bars.

(f)Bolts, Nuts, and Washers for Flat Sheet Aluminum Signs with Stiffeners.Stainless steel, Type 304 bolts. Use 5/16-inch by 1 inch long for butting plates and 5/16-inch by 2 inches long for post - clips. Use standard connection bolts or twist - in bolts.

(g)Twist - in Toggle and Buckle Straps.Stainless steel, Type 201, and 0.75 inch wide and 0.03 inch thick, with rounded edges. Spot welded, twist - in type toggle on end of strap. Spot welded, antirotational buckle on other end of strap. Toggles and buckles shall be stainless steel, Type 304, and 1/16 inch thick.

(h)Butting Plates.Fabricate from stainless steel, Type 304.

(i)Anchors.Section 1105.02(c)2.From a manufacturer listed in Bulletin 15.

(j) Anti - Theft Sign Hardware.

1.System A.

- **Bolts.** Section 1105.02(c)1 and as follows:

Provide 5/16 inch by 2 1/2-inch steel carriage bolts with minimum 1711/16-inch diameter round head, square neck, and threads to within 1 inch of head.

Furnish bolts having a mechanically deposited cadmium coating, ASTM B 696, or zinc, Type I coating as specified in Section 1105.02(s).
- **Nuts.** Square, pyramidal-shaped nuts with all four sides sloping at an angle of 41 degrees; 5/16-18 UNC threads; C-1010 cold-rolled steel, case hardened to Rockwell hardness of 55 to 60.

Furnish nuts having a 0.002 inch to 0.005 inch thick, mechanically deposited, zinc, Type II yellow chromate coating as specified in Section 1105.02 (s) (ASTM B 695), tested according to ASTM B 201.

2.System B.

- **Bolts.** Section 1103.11(m) and as follows:

Provide 5/16-inch by 2 1/2-inch and 5/16-inch by 3-inch bolts with minimum 9/16-inch diameter one-way heads and threads to within 1 inch of head.
- **Nuts.** Section 1103.11(n) and as follows:

Provide nuts, Alloy 2011-T3, double-chamfered hexagon with self-locking conical shape 9/16-inch - 3/8-inch by 3/16-inch unit under the nut with 5/16-18 UNC threads. Hexagon portion should break away from self-locking unit with 5/16-18 UNC to 40 inch-pounds to 80 inch-pounds of torque.
- **Washers.** Nylon 1/8 inch thick by 1-inch minimum outside diameter with 480 inch-pounds maximum allowable applied torque.

(k)Banding.Stainless steel, Type 201, 0.750 inch wide by 0.030 inch thick, with rounded edges for handling ease and safety. Buckles and other necessary hardware shall be of stainless steel, Type 304.

(m)Aluminum Bolts.ASTM B 211/B 211M. Alloy 2024-T4, thread fit, ANSI Class 6g, and threads shall be within two threads of the head or a minimum of 1 3/4 inches.

(n)Aluminum Nuts.ASTM B 211/B 211M. Alloy 2024-T6, thread fit, ANSI Class 6H (ANSI Class 2B, 18 UNC threads).

N10401B - a10401 BRIDGE PARAPET

Addendum:

Associated Item(s):

Header:
BRIDGE PARAPET

Provision Body:

All references to Precast Parapet in Standard Drawings, BLC Standards, and Publication 408 Specifications are voided. Only cast-in-place parapets are permitted.

S1033C - b01033 SECTION 103.2(a) LETTER OF INTENT

Addendum:

Associated Item(s):

Header:
SECTION 103.02(a) LETTER OF INTENT

Provision Body:

- **SECTION 103.02 AWARD OF CONTRACT- Revise by adding the following new subsection:**

(a) Letter of Intent. It has been determined that the nature of this project is such that advance preparation by the Contractor may be required. Therefore, prior to the Notice to Proceed Date, a Letter of Intent may be issued by the Deputy Secretary for Highway Administration. The project-specific Letter of Intent will outline the extent to which the Contractor may prepare to start work and incur costs in preparation for performance of the contract.

The following have been identified by the Deputy Secretary as being preparatory costs that may be incurred for this contract with the Department's assurance that actual expenses will be reimbursed in the event the contract is canceled before the Notice to Proceed Date: Prior to proceeding with any design work identified below, the Design-Build Design Activities Firm Identification and Qualifications form must be approved by the District Project Manager.

- Orders for the fabrication of structural steel members;
- Preparation of shop drawings for structural steel members;
- Mill orders for steel piling.

No work may commence at the construction site and no payments will be made until the contract is fully executed.

In the event the Secretary elects to cancel the award of the contract or the contract, as specified in Sections 103.03 and 103.07, reimbursement will be made for the documented cost of insurance and surety bonds required under Sections 103.04 and 103.05, and the documented cost of actual expenses reasonably incurred in accordance with the Letter of Intent issued by the Deputy Secretary for Highway Administration. Any material reimbursed at actual purchase price becomes Department property. Alternatively, the Department is to receive credit for the salvage value of any material, for which reimbursement is made, that is then retained by the Contractor. No payment will be made for damages of any kind including, but not limited to, loss of anticipated profit, loss of use of money, or administrative or overhead costs.

S2011A - b02011 EMERALD ASH BORER QUARANTINE

Addendum:

Associated Item(s):

Header:

Emerald Ash Borer Quarantine

Provision Body:

This project contains regulated articles as defined by the Pennsylvania Department of Agriculture, Order of Quarantine that are located within the Pennsylvania Emerald Ash Borer (EAB) quarantine.

Regulated articles are:

- The EAB in any living stage of development;
- Ash trees of any size;
- Ash limbs, branches, stumps, and roots;
- Any cut, non-coniferous (hardwood) firewood;
- Non-coniferous (hardwood) bark and non-coniferous (hardwood) wood chips larger than 25.4 mm (1 inch) in two dimensions;
- Ash logs and lumber with either the bark or the outer 25.4 mm (1 inch) of sapwood, or both, attached;
- Any other article, product or means of conveyance determined by the Department to present a risk of spreading the EAB infestation.

Pennsylvania’s EAB quarantine restricts the movement from the quarantined area of any regulated articles. Regulated articles are to remain onsite and within the quarantined areas at approved stockpile areas that will not interfere with construction operations, future maintenance operations, obstruct drainage, or cause water pollution, unless indicated otherwise.

This work will be considered incidental to other items of work.

S6092A - b06092-SECTION 609.2(g) MISCELLANEOUS MATERIALS

Addendum:

Associated Item(s):

Header:

SECTION 609.2(g) MISCELLANEOUS MATERIALS

Provision Body:

Section 609.2(g) Miscellaneous Materials. Add the following new set of bullets:

The laser printer(s) and/or color printer(s) needed for this project will be obtained for Department use through a statewide lease agreement and not as part of the Equipment Package contract item.

A total of (*See "a" in Project Specific Details*) Laser Printer(s) and (*See "b" in Project Specific Details*) Color Printer(s) will be leased for the project.

Provide compatible toner cartridges for each laser printer and compatible ink jet cartridges for each color printer indicated above, as required. The exact make and model of laser printer and/or color printer being used on the project will not be known until the start of work. For cost estimating purposes, toner cartridges and/or ink jet cartridges furnished must be usable with the type of printer specified in Section 609.2(d)3. and Section 609.2(d)4., as applicable.

Project Specific Details:

- a. One (1)
- b. One (1)

00 - b5018-0050 REMOVAL OF PORTION OF EXISTING BRIDGE MODIFIED

Addendum:

Associated Item(s): 5018-0050

Header:

ITEM 5018-0050 - REMOVAL OF PORTION OF EXISTING BRIDGE MODIFIED

Provision Body:

In accordance with Section 1018 and as follows:

Section 1018.3(a) General. Revise by adding the following:

Submit a proposed plan of demolition to the Department showing and describing the removal methods and equipment to be used for removal of portions of the existing bridge. Have the plans and calculations completed, signed, and sealed by a Professional Engineer registered in the Commonwealth of Pennsylvania. Do not proceed with this work until written approval is received from the Department. Allow 10 working days for initial review and 10 working days for subsequent submissions.

Remove debris caused by the removal operations to the satisfaction of the Department.

Coordinate all removal operations with the Traffic Control plan.

Do not drop any material onto the property below or in the stream. Immediately remove any material that accidentally falls into the stream during removal operation.

Include the equipment and materials proposed for use with submission for approval.

Remove existing bridge via saw-cut and lift method, or by discriminate use of hydraulic hammers to break into manageable pieces.

Blasting is not permitted.

Remove pier to minimum 1'-0" below the streambed.

At abutment one, remove portions of abutment and wingwall stems to the elevation shown on the contract plans to support the rock slope construction. Construct 6" concrete cap along the top of the newly exposed stone masonry stem and wingwalls as shown on the contact plans.

At abutment two, remove the abutment and wingwall stems to approximately 1'-0" below proposed finished ground line and/or rock slope.

Properly dispose of all materials removed from the structure and not required for the finished work unless otherwise specified. The chemical content of the paint coating on the existing structure has been tested and deemed hazardous.

00 - b9005-2501 MANDATORY PREDRILLING FOR DRIVEN PILES

Addendum:

Associated Item(s): 9005-2501

Header:

ITEM 9005-2501 - MANDATORY PREDRILLING FOR DRIVEN PILES

Provision Body:

DESCRIPTION –

This work is drilling of 21” minimum diameter holes through the foundation material required to stabilize piles before constructing substructures for Abutment 2, footing on HP 12 x 84 piles.

MATERIAL –

In accordance with Section 1006.2 and the following:

(g) Fine Aggregate, Type C. Section 703.1

CONSTRUCTION –

In accordance with Section 1006.3 and as follows:

Provide a predrilled hole with a minimum diameter of three inches greater than the diagonal dimension of the pile cross-section.

Advance the predrilling in accordance with one of the following two criteria:

- The predetermined pile tip elevation, or
- As determined by the Engineer.

Maintain an open hole. If steel casing pipe is used, the pipe may or may not be left in place. If the steel casing is left in place, perform drilling operations in a manner to ensure that a tight fit is achieved with no significant annular space between borehole and the outside face of the casing.

Backfill the drilled hole with fine aggregate. Place the pile before backfilling. Place the aggregate backfill in one continuous operation. Properly seat placed piles with the aggregate backfill inplace.

If necessary, place additional fine aggregate after driving as required to fill the annular space up to the subgrade elevation.

If the casing is removed, withdraw casing at a rate which keeps the bottom of the casing equal to the top of the aggregate backfill.

MEASUREMENT AND PAYMENT – Linear Foot.

Measured from the bottom of the excavation to the bottom of the drilled hole. Includes furnishing and placing of backfill. Temporary or permanent casing will be considered incidental to drilling operation. Payment of the contract unit price will be made regardless of the material through which the drilled hole was advanced. Payment will not be made for portions of the drilled hole that required re-drilling to advance the pile.

00 - b9203-0101 TEMPORARY EXCAVATION SUPPORT AND PROTECTION SYSTEM

Addendum:

Associated Item(s): 9203-0101

Header:

ITEM 9203-0101 - TEMPORARY EXCAVATION SUPPORT AND PROTECTION SYSTEM

Provision Body:

DESCRIPTION –

This work is the design and construction of a temporary excavation support and protection system or appropriately designed open cut excavation, as directed during structure excavation, and as indicated, with a service life of less than or equal to 36 months.

MATERIAL –

Provide certification or laboratory test results verifying material properties. For used steel, the salvage design values from AASHTO Guide Design Specification for Bridge Temporary Works (AASHTO Guide Spec) may be used as an alternate to testing to determine grade of steel.

Materials need not be new but must be in serviceable condition as determined by the Engineer.

Any temporary material used does not have to be from a Bulletin 15 source, but must meet the following:

- o Structural Steel AASHTO M 270M/270 (ASTM/A709) Grade 250 (Grade 36), Grade 345 (Grade 50) or Grade 345W (Grade 50W)
- o Steel Sheet Piling ASTM A328M/A328, ASTM A572M/A572
- o Steel H-Piles AASHTO M 270M/270 (ASTM A709M/A709), Grade 250 (Grade 36)
- o Wood Lagging Rough Cut Species in AASHTO Guide Spec Appendix A and AASHTO Construction Handbook for Bridge Temporary Works Appendix C
- o Cement AASHTO M85 and AASHTO M240
- o Pre-Stressing Steel ASTM A416 Grade 270
- o Welding Wire Fabric AASHTO A55 (ASTM A185)
- o Reinforcement Bars AASHTO M 31M/31 (ASTM A615M/A615), AASHTO M42M/M42 (ASTM A616M/A616, Grade 420 (Grade 60)
- o Other Material In accordance with applicable sections of Publication 408/2011.

DESIGN –

Design the temporary excavation support and protection system in accordance with AASHTO LRFD Bridge Design Specifications and Design Manual, Part 4 (Metric) Specifications, current FHWA guidelines and AASHTO Guide Spec. Design temporary excavation support and protection system for final condition and all construction conditions. Where appropriate, include surcharge loads due to vehicle traffic and surcharge due to construction equipment in design. Submit 4 sets of design calculations and 4 sets of completed detailed drawings, signed and sealed by a Professional Engineer, registered in the Commonwealth of Pennsylvania to the District Engineer for review. Include in the design calculations all material properties, design loads, and design assumptions. Include on the completed detailed drawings of the temporary excavation support and protection system all design dimensions, limits of work, elevations, material, member sizes and construction sequence. Provide cutoff elevation of steel and wooden components for work in streambed. Specific installation procedures and testing requirements are to be included as part of the submittal. Allow 14 days for the review by the Department. Approval by the Department is required before any work can begin.

Ensure that temporary excavation support and protection system design and construction conforms to the following:

- a) Open cut excavations are allowed, provided they meet OSHA requirements, the safety of the traveling public, the approved traffic control plan and existing structure is assured, and they stay within the legal right-of-way lines. Cuts can extend beyond legal right-of-way lines only with the written approval of the Department and written permission of the property owners. Ensure environmental compliance if cut extends beyond area cleared by the Department. Submit slope stability analysis in accordance with Publication 293.
- b) The temporary excavation support and protection system will be selected by the Contractor. Examples include anchored walls, mechanically stabilized earth walls, prefabricated modular walls, cantilever walls, cofferdams, and soil nailing walls. These systems may be comprised of one or more of the following: Soldier Piles, Timber Lagging, Steel Sheet Piling, Caissons, Slurry Walls, Tiebacks, Soil Nails, Shotcrete, Deadman Anchors, Wales, Cross Lot Bracing, Raker Braces, Precast Concrete, Precast Lagging, Soil Cement Lagging, Cement Bentonite, Gabions, Minipiles, Concrete Reaction Blocks, Mechanically Stabilized Earth Walls or other methods.
- c) The professional Engineer is to determine the following parameters. Perform investigations and testing as necessary. Document the basis for the parameters and submit as a part of the signed and sealed design calculations.

1. Soil Parameters:

- o Effective angle of friction 28 degrees
- o Moist unit weight of soil 115 pcf

- o Saturated unit weight of soil 120 pcf
- o Effective cohesion 0
- o Static groundwater level at elevation 979.0 feet
- o Undrained shear strength of cohesive soil 0
- o Shear strength for rock mass NA

Provide other soil/rock properties with test data, as needed, in the design of the temporary excavation support and protection system.

2. Ensure that all components stay within the legal right-of-way unless an easement is obtained by the Contractor.

CONSTRUCTION –

Install temporary excavation support and protection system in accordance with applicable sections of Publication 408/2011. Be responsible for adequacy, safety and compliance with Traffic Control Plan. If the design is not compliant with the Traffic Control Plan, furnish any additional traffic control devices at no additional cost to the Department. All steel and wooden components may remain in place to pavement subgrade or 0.6 meters (2 feet) below finish grade, whichever is higher elevation. Treated wood is not required unless it is within 2 meters (6 feet) of finish grade and is to remain in place. Pressure treat with Chromate Copper Arsenate (CCA) to refusal. Finish grade is defined as top of pavement when a roadway is behind the temporary excavation support and protection system. Have a Professional Engineer, registered in the Commonwealth of Pennsylvania, certify that the temporary excavation support system or open cut excavation has been installed as shown on the Professional Engineer's signed and sealed drawings. Submit the certification to the Representative within three (3) working days of completion of the system.

QUALIFICATIONS –

The work must be supervised by a superintendent or foreman who is experienced, in the construction of temporary excavation support and protection system proposed. If the design height of the temporary excavation support and protection system exceeds 6 meters (20 feet), the following will be provided with the design submission:

- o For the superintendent or foreman who will supervise the work, submit a list containing at least 5 projects which demonstrate a minimum of 3 years experience in the construction of the temporary excavation support and protection system proposed. Include a brief description of each project and the name and phone number of the owner's representative knowledgeable in each project listed.
- o The name of the Professional Engineer, registered in the Commonwealth of Pennsylvania and having at least 3 years experience in the design and construction of temporary excavation support and protection systems, who will design and specify the sequence of construction of the temporary excavation support and protection of system.

MEASUREMENT AND PAYMENT – Lump Sum.

This item will be measured and paid for in a proportionate manner, one designated by the Department.

If an acceptable open cut excavation is provided in lieu of the temporary excavation support indicated, payment will be made for the as-bid lump sum temporary excavation support item, but no additional payment will be made for any class of excavation, structure backfill or additional shoring as a result of the open cut excavation or to restore the facilities to their original condition.

00 - bCLASS AA CEMENT CONCRETE MODIFIED

Addendum:

Associated Item(s):

Header:

CLASS AA CEMENT CONCRETE MODIFIED

Provision Body:

1001.1 DESCRIPTION – This work includes cement concrete construction of the barriers as shown on the Contract Plans.

1001.2 MATERIAL – Add the following:

Synthetic Fibers – ASTM C1116, type III – Use 100% virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for the use as concrete secondary reinforcement. Use a minimum of 1.5 pounds of fibers per cubic yard of cement concrete. Use fibers ¾” in length. Provide a mix that is workable and one that does not contain fiber balls. Develop and submit the concrete mix design with fibers for Department review and approval at least 10 days prior to use.

Revise as follows:

(i) Other Material.

- Coarse Aggregate, AASHTO #8 – Section 703.2

00 - bMEMBRANE WATERPROOFING SYSTEM INSTALLED ON OTHER SURFACES MODIFIED

Addendum:

Associated Item(s):

Header:

MEMBRANE WATERPROOFING SYSTEM INSTALLED ON OTHER SURFACES MODIFIED

Provision Body:

In accordance with Section 680 and as follows:

Section 680.2 MATERIAL. Add the following:

Preformed Cellular Polystyrene Board (protective covers) – ASTM C578

Steel Batten – ATSM A709, Grade 36 or 50, galvanized in accordance with Section 1105.02(s).

Steel Batten Screws – 1/4-inch stainless-steel self-tapping screws

Rubberized Trough Material – Section 1020.2(h)

Caulk – Section 705.8

Section 680.3(d)2 Installation on Other Surfaces. Add the following:

Install rubberized trough material as a smooth continuous piece across the entire length of the bridge seat joint, securing steel battens with stainless steel screws.

Apply caulk to provide a water-tight seal around perimeter of rubberized trough material.

Section 680.4 MEASUREMENT AND PAYMENT. Add the following:

(c) Membrane Waterproofing Modified. Square Yard

Measured as area of adhesive-backed membrane waterproofing. Polystyrene board, steel batten, stainless steel screws, trough material, and caulk are incidental to this item.

00 - bPROTECTIVE COATING FOR REINFORCED CONCRETE SURFACES(PENETRATING SEALERS, BRI

Addendum:

Associated Item(s):

Header:
PROTECTIVE COATING FOR REINFORCED CONCRETE SURFACES (PENETRATING SEALERS, BRIDGE SUPERSTRUCTURE)

Provision Body:
DESCRIPTION - This work is applying a protective coating as specified and as directed.
MATERIAL -

- (a) Penetrating Sealers. Furnish a penetrating sealer from a manufacturer listed in Bulletin 15 meeting the following requirements:
1. Silicates in Water. Certify as specified in Section 106.03(b)3. Meet the following requirements:

Property	Test Method	Requirements
Freeze/ Thaw Resistance	ASTM C 666, Procedure A, modified as follows: Use Class AA cement concrete for the test specimens. Test 4 specimens; 2 with sealer, 2 without sealer. Apply penetrating sealer to all sides of specimens as per manufacturer's recommendations. Repeat using Class AA cement concrete without air entrainment.	No visible cracking, powdering
Chloride Ion Penetration	Chloride Ion Penetration AASHTO T 259, Section 3.6, modified as follows: Use Class AA Cement concrete with water/cement ratio of 0.55 for the test specimens. Apply penetrating sealer to top surface of specimens as per manufacturer's recommendations. Sandblast treated surface, removing approximately 2 mm (1/16 inch) before ponding with NaCl.	Maximum Chloride Content A 1.6 mm (0.0625 inch) to 13 m >13 mm (0.5 inch) to 25 mm
Skid Resistance	ASTM E 274 and ASTM E 524 (Smooth Tire)	Acceptable to MTD.
Concrete Discoloration	Visual	Provide a penetrating sealer

CONSTRUCTION -

(a) Penetrating Sealers.

1. Storage. Keep the product under cover and at temperatures above freezing.

2. Surface Preparation. Thoroughly clean the surfaces of any dirt, debris, oil, grease, and foreign matter that would prevent penetrating sealer until cement concrete has cured and has completed an initial drying period of a minimum of 21 days and the surface is dry.

3. Application. Follow manufacturer's recommendations for air and/or surface temperatures and if applicable other climatic conditions before and during application mix, stir, or otherwise prepare the penetrating sealer, if required, in accordance with the manufacturer's recommendations. Apply the penetrating sealer with other applicators in accordance with the manufacturer's recommendations to apply the penetrating sealer. Apply the penetrating sealer recommended by the manufacturer. Cure each coat in accordance with the manufacturer's recommendations. If for any reason and sealer does not penetrate the surface, then remove the penetrating sealer by sand blasting and reapply at no cost to the Department.

On new reinforced concrete surfaces, do not apply pavement markings until 7 days after the application of penetrating sealer.

On existing reinforced concrete surfaces, remove pavement markings, apply penetrating sealer, and cure the penetrating sealer in accordance with the manufacturer's recommendations before reapplication of pavement markings.

MEASUREMENT AND PAYMENT – Square Yard. Payment is included with the Lump Sum
Bridge bid price for the structure.

00 - bSELECTED BORROW EXCAVATION, STRUCTURE BACKFILL MODIFIED

Addendum:

Associated Item(s):

Header:
SELECTED BORROW EXCAVATION, STRUCTURE BACKFILL MODIFIED

Provision Body:
DESCRIPTION –

This work is the construction of structure backfill behind the abutment. In accordance with Section 1001.1 and 206.1.

MATERIAL –

In accordance with Section 206.2, with the following revision:

(b) Select Granular Material (AASHTO No. 1). Section 703.3. Use material classified as AASHTO No. 1 as shown in Section 703.2, Table C for structure backfill.

CONSTRUCTION – In accordance with section 1001.3

MEASUREMENT AND PAYMENT – Cubic Yard (CY)

00 - bSTEEL BEAM TEST PILES, HP 12 X 84

Addendum:

Associated Item(s):

Header:
STEEL BEAM TEST PILES, HP 12 X 84

Provision Body:
In accordance with Section 1005.

Resurvey the elevation of the top of all test piles after driving of bearing piles. If heave is determined to be in excess of 0.25 inches, redrive the test piles to evaluate the effects of heave on axial capacity.

00 - bTEXTURIZING CONCRETE BRIDGE DECK SURFACE WITH TRANSVERSE SAWED GROOVES

Addendum:

Associated Item(s):

Header:
TEXTURIZING CONCRETE BRIDGE DECK SURFACE WITH TRANSVERSE SAWED GROOVES

Provision Body:
DESCRIPTION - This work is sawing transverse grooves in new concrete bridge deck surfaces, including new class AAA-P cement concrete bridge deck and approach slabs, to provide a

textured surface as indicated and directed.

CONSTRUCTION -

For class AAA-P cement concrete, do not begin grooving operations until directed by the Representative, the concrete has reached a compressive strength of 4000psi as per PTM

No.604, and the grooving equipment live loads can be applied in accordance with Section 1001.3(q)2.2c.

Texturize the deck surface with uniformly pronounced grooves sawed perpendicular to the centerline. Saw the grooves approximately 0.125" wide with a tolerance of +0.015", 0.188" deep with a tolerance of +0.062". Use a uniform groove pattern of 1.5" center to center spacing with a tolerance of +0.125".

Terminate grooves 18"+ from the curb line.

Do not saw grooves any closer than 2" or further than 3" from the edge of any joint.

In the event that a single pass of the grooving machine cannot be made across the width of the bridge then the mating ends of the subsequent passes must not overlap previous grooves nor leave more than 1" of surface un-grooved.

Remove all debris (slurry, etc.) resulting from grooving operations in a continuous manner.

Surfaces are to be immediately left in a washed and clean condition, free of all slipperiness from the slurry, etc. Deposit all debris and surplus material removed from the grooving operations in a

truck, or other conveyance, and remove them from the project.

Submit a plan to the Representative for review and approval that describes the method and equipment proposed for placing grooves in all acute corners of the bridge deck and approach slabs.

MEASUREMENT AND PAYMENT – Square Yard. Measured as the finished grooved area.

Payment is included with the Lump Sum Bridge Bid Price.

I6091F - c06091 ITEM 0609-0009 EQUIPMENT PACKAGE

Addendum: 1
Associated Item(s): 0609-0009

Header:
ITEM 0609-0009 EQUIPMENT PACKAGE

Provision Body:

Appendix

Table A

EQUIPMENT PACKAGE	
Equipment	Quantity
Communications Equipment	
Copier ⁽¹⁾	1
Fax Machine ⁽¹⁾	1

Cellular Phone(s)	2
Electronic Equipment	
Digital Camera	1
Document Scanner ⁽²⁾	
Laser Printer ⁽²⁾	4
Color Printer ⁽²⁾	4
Specialized Equipment	
Surveyor's Level & Measuring Rod	
Electronic Digitizer	
Digital Display Level	
Infrared Thermometer	
Laser Range Finder	
Paper Shredder	1
Miscellaneous Items	
Internet Service Provider	1
Computer Media	Yes
Toners/Cartridges	Yes

(1) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate copier and fax.

(2) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate scanner, laser printer and color printer.

Copier must be capable of printing and scanning 11x17 paper in color.

Microcomputer Systems. A total of 2 microcomputer systems will be used on the project.

This information is being provided to assist Bidders in meeting the requirements of Section 609.2(f), Internet Service, and Section 609.2(g), Miscellaneous Materials.

Microcomputer systems may be furnished by the Department. If microcomputer systems are to be furnished by the Contractor, as part of the construction Contract, the bid will include applicable, 0688-XXXX bid items. When indicated, furnish microcomputer systems meeting the requirements of Section 688.

00 - c0901-0001 MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

Addendum:

Associated Item(s): 0901-0001

Header:
ITEM 0901-0001 – MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

Provision Body:
In accordance with Section 901 and as follows:

For all maintenance and protection of traffic measures not shown directly on plans, reference Publication 213.

All traffic control devices shall have approved retro-reflective sheeting using rigid signs. They are to be in excellent condition acceptable to the Inspector-In-Charge and maintained as such for

the life of the project.

Construct the leveling/scratch course within seven days of milling. No milled area will be exposed to traffic for more than seven days.

Maintain access to all driveways, alleys, local roads, businesses and dwellings within the construction area during all phases of construction. Notify property owners ten (10) days in

advance of driveway construction affecting their property.

Protect pedestrians from work areas and delineate any open excavations using orange, reflective safety fence.

At least two (2) weeks prior to beginning work or imposing any traffic restriction contact project specific Local Municipalities, Emergency Services Local and/ or State Police, Fire Departments,

Post Offices, and School District Transportation Coordinators.

Notify the District Community Relocations Coordinator and the District Special Hauling Permits Unit a minimum of two (2) weeks prior to lane restrictions, a road closure/ detour and any traffic

pattern changes. Confirm the actual change with these contacts two (2) days in advance. Keep both contacts informed of any changes.

Use drums where channeling devices are required for long-term traffic control.

Provide a consecutive numbered identification sign on all signs used for maintenance and protection of traffic during construction. Place numbered identification sign on main sign post

facing oncoming traffic. Provide signs of weather resistant material such as plastic or metal with a contrasting color for numbers. Make identification sign approximately 4" wide x 6" high with a

legend height sufficient to be seen from the roadway. Record identification numbers on department's field plans for reference in case of any required repairs.

Maintain constant surveillance and review of traffic control operations as per Pub. 408, Section 901.3(p).

Install W23-1 "THIS ROADWAY TO BE CLOSED FOR CONSTRUCTION STARTING <DATE>" SIGNS, 96"X48" in each direction of travel 10 days prior to closing the roadway to

through traffic. Remove the W23-1 signs once the detour is in place.

Notify the inspector-in-charge three (3) days in advance of any proposed lane/shoulder restrictions or road closures. Also notify the inspector-in-charge thirty (30) minutes prior to the

start of work, (before placement of traffic control devices).

Cooperate and coordinate in accordance with Section 105.07 with any adjacent contractor in the maintenance and protection of traffic during construction. Coordinate the placement and/or

removal of signs, pavement markings, and traffic control devices throughout the duration of this contract that may conflict with adjacent work zones. This includes any work that may be

adjacent to or within the limits of this project.

Equip all construction equipment and work vehicles that operate within, or require ongoing travel to and from, the project with flashing or high intensity strobe beacon lights. Lights are to

be amber in color and have a full range (360 degree) of projection. Notify the Inspector-In-Charge at least two (2) weeks prior to any deviation from the Traffic

Control Plan or this Special Provision. Modifications must be approved by the District before implementation.

Governing publications for all Traffic Control operations under this item are as follows:

- FHWA - Manual on Uniform Traffic Control Devices, 2003 Edition
- PennDOT Pubs: 35 - Approved Construction Materials (Bulletin 15)
- 111 M - Traffic Control Pavement Markings & Standards
- 212 § E - Official Traffic Control Devices
- 213 - Temporary Traffic Control Guidelines
- 236M - Handbook of Approved Signs (7-08)
- 408 - Specifications, 2011 (Let Date Version)

Traffic Control typical applications for this project are as follows:

- Long-Term - see Traffic Control Plan
- Short-Term - PennDOT Publication 213, PATA's 5, 7, 8, and 10a

Construct the intersections of SR 3003 with T-318 and T-860 using half width construction and flaggers as per PATA 10a during daylight operations. Intersections are to be open to normal

traffic patterns at the completion of each day's construction.

All advance warning signs and channeling devices may be adjusted back or forward due to intersecting streets, driveways, etc., and/or as field conditions dictate.

All costs for work required by this special provision, including costs for work referenced in the above listed publications and manuals are considered incidental to this item, unless otherwise specified.

130041D - c80041 ITEM 8120-0001/8000-0001/8100-0001 - ALTERNATE BRIDGE STRUCTURE

Addendum:

Associated Item(s): 8000-0001, 8100-0001, 8120-0001

Header:

- ITEM 8120-0001 – STEEL PLATE GIRDER BRIDGE STRUCTURE, AS DESIGNED S-32128
- ITEM 8000-0001 – PRESTRESSED CONCRETE BRIDGE STRUCTURE
- ITEM 8100-0001 – STEEL BRIDGE STRUCTURE

Construct one of the above on SR 3003 at Segment 0140 Offset 0000.

Provision Body:

PART A

I. DESCRIPTION - This work is either construction of the bridge structure as designed or designing and constructing an equivalent bridge structure of an alternate design in place of the "as-designed" bridge structure.

II. DESIGN -

(a) General. If an alternate design bridge structure is bid, furnish, to the Department, preliminary conceptual design calculations and drawings for the alternate bridge structure, on reproducible tracing cloth or drafting film. Provide an alternate design equivalent to the original design and meeting applicable design criteria for strength and serviceability. Submit the alternate design to the District Bridge Engineer for acceptance. Refer to PENNDOT Design Manual Part 4, PP 1.10, Bridge Submissions-Construction Phase, for details on procedures for contractor submissions. If the equivalency of an alternate design cannot be clearly established, the Chief Bridge Engineer will arbitrate and the Chief Bridge Engineer's decision will be final. Furnish, with the preliminary conceptual design submission, a tabulation identifying the differences between the "as-designed" bridge structure and the alternate design bridge structure.

Any delay in submission and acceptance of a proposed alternate design or a revision, and/or approval of required permits, will not extend the contract time.

If an alternate design bridge structure is bid, and an acceptable preliminary conceptual design is not approved within 30 calendar days from the award date (6 days for the submission and 24 days for Department review), construct the "as-designed" bridge structure at no additional cost to the Department.

Alternate designs which take advantage of any errors and/or omissions in the plans for the "as-designed" bridge structure, or discrepancies between the "as-designed" bridge structure plans and the special provisions covering alternate designs, will not be accepted. In the event any such error, omission, or discrepancy is discovered, immediately notify the Department. Failure to notify the Department will constitute a waiver of all claims for misunderstandings, ambiguities, or other situations resulting from the error, omission, or discrepancy.

Experimental or demonstration-type design concepts; or products, structures, or elements not preapproved by the Department for general usage, will not be allowed in the alternate design.

Only eligible types of bridge structures, as shown in the Project Items and Quantities, bid documents, or special provisions, are allowed as contractor-designed alternates.

Value Engineering will not be allowed for elements changed by an approved alternate design.

Use the same type foundation for an alternate design as that indicated for the "as-designed" bridge structure. Contractor-designed alternate foundation types will not be allowed, but Value Engineering of the as-designed foundation will be allowed.

Do not use Integral or Semi-Integral Abutment design as an alternate or as Value Engineering.

Have the alternate design completed by a Professional Engineer (P.E.) registered in the Commonwealth of Pennsylvania.

Submit an affidavit, before or along with the preliminary conceptual design submission, stating that the designer is familiar with AASHTO, PENNDOT, and other applicable design criteria, standards, and construction specifications. Also, submit a list of bridges designed for the Department within the past 5 years.

In identifying alternate design bridge structures, retain the "as-designed" bridge structure number, but suffix the numbers with the letters A, B, etc.

Show, on all sheets of the alternate design, the seal of a P.E. registered in the Commonwealth of Pennsylvania, a valid signature in ink, the date signed, a business name, a business address, and the note "These drawings (S-XXXXXA) supersede drawings (S-XXXXX) approved (insert appropriate date)".

The Department will furnish tracings and design computations for the "as-designed" bridge structure to the successful bidder upon request.

Complete original plans for an alternate design entirely in either ink or pencil. Make changes in the same medium. Prepare alternate design plans using Department drafting standards.

Ink reproductions on tracing cloth may be furnished, if made by the "contact negative process".

(b) Design Computations and Design Specifications. On the first sheet of the computations for the alternate design show the seal of a P.E. registered in the Commonwealth of Pennsylvania, a valid signature in ink, and the date signed.

Provide a complete set of computations for the alternate design of the superstructure and/or substructure, including foundation. Reproduce and insert computations from the "as-designed" bridge structure, as needed. Provide additional calculations, as needed by the District Bridge Engineer to evaluate any details, throughout the life of the contract.

Designs copied directly from approved Department Standards need not be documented through independent computations. List such designs on the submission by referencing the drawing number of the applicable standard, and the sheet number, table, or graph.

Use PENNDOT Design Manual Part 4 for design policy procedures and criteria. All design related Strike-off Letters listed in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS", are applicable to the alternate design.

In the event that certain design parameters, stresses, or specifications are in conflict, the following order of predominance governs:

- Design requirements listed herein and in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS."
- Design related Strike-off Letters in effect on the date of project advertisement. Refer to the list in PART B.
- PENNDOT Design Manual Part 4, "Structures"
- PENNDOT Bridge Design and Bridge Construction Standards
- AASHTO Standard Specifications for Highway Bridges, and interim specifications, as indicated for the "as-designed" bridge structure.

In the event that a clear order of predominance cannot be established, or a difference in the interpretation of the design criteria, standards, specifications, or methodology cannot be resolved, the Chief Bridge Engineer will arbitrate and the Chief Bridge Engineer's decision will be final.

Do not use BLC standards unless HS-20 design load is specifically allowed by the "as-designed" plans or in PART B.

Submit shop drawings on standard ANSI D size 863.6 mm × 558.8 mm (34 inch by 22 inch) to the District Bridge Engineer for review and acceptance. The Department is not responsible for work done without approved shop drawings.

If any provisions in PART B conflict with those in PART A, the provisions in PART B are to govern.

Within 60 calendar days after completion of the bridge structure, revise the structure drawings to show "as-built" conditions and submit them to the Representative. If caissons or piles are utilized, show, on the bridge elevation view, the maximum and minimum tip elevation and the average length for each substructure unit.

(c) Design Requirements. In the design of an alternate bridge structure, comply with PENNDOT Design Manual Part 4, "Structures", and other design criteria as specified for the "as-designed" bridge structure, subject to the exceptions and/or additions in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS".

Provide clear span distances between faces of substructure units and underclearances of not less than the minimum values indicated for the "as-designed" bridge structure, except as noted in PART B.

The minimum underclearance for stream or river crossings is defined as the high water elevation for the design flood plus the specified debris clearance or as indicated for the "as-designed" bridge structure, whichever is less.

The minimum clearance for overpass structures is defined as the minimum required underclearance plus 75 mm (3 inches) or the minimum underclearance indicated for the "as-designed" bridge structure, whichever is less. Provide additional underclearance to compensate for foundation settlement if applicable to the alternate design.

Provide equivalent inspection and maintenance accessibility for the alternate bridge structure as for the "as-designed" bridge structure. In case of a disagreement on accessibility, the Chief Bridge Engineer's decision will be binding.

Do not change the indicated horizontal and vertical alignments, except as noted in PART B.

For an alternate bridge structure, design the substructure to be within the limits of allowable foundation pressures and allowable pile loads, as indicated for the "as-designed" bridge structure.

Provide structure and end structure drainage as indicated for the "as-designed" bridge structure.

1. Deck Joints. Provide the same type and number of expansion joints for an alternate bridge structure as specified for the "as-designed" bridge structure.

2. Bearings. Provide the same type bearings for an alternate bridge structure as specified for the "as-designed" bridge structure.

Provide an expansion dam support system as indicated for the "as-designed" bridge structure unless otherwise specified in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS".

3. Superstructure. If the as-designed bridge superstructure consists of curved girders, as shown on the structure drawings, the alternate design bridge superstructure is also to consist of curved girders.

Provide slab designs conforming to the requirements of Standard Drawing BD-601M. Use composite design only, unless the "as-designed" bridge structure utilized noncomposite design.

4. Super Load Bridge Beams. Do not use super load bridge beams (beams over 48 800 mm (160 feet) in length or total load over 894 kN (201,000 pounds) gross weight) unless included in the "as-designed" bridge structure or permitted in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS". Verify that an oversize and/or overweight permit can be issued for superloads, before incorporating them into the alternate design.

If super load bridge beams are used, for transportation of these beams conform to the requirements of PENNDOT Design Manual Part 4, Appendix E, and the following:

- o Requests for waiver of any provisions of Chapter 179 of Title 67 will not be approved, except as noted herein.
- o Transportation equipment axles will not be permitted in excess of 120 kN (27,000 pounds), regardless of gross weight.

5. Alternate Prestressed Concrete Bridge Structure. Use the Department's prestressed concrete girder computer program to design precast prestressed concrete beams.

Prestressed Concrete Beams. Prestressed concrete beam sections, differing significantly from the standards specified herein, will be considered special sections and subject to the requirements of Section 1107.03(a)4. Do not deviate from the minimum flange and web thicknesses or section properties shown in the Bridge Design Standards.

The redesign of precast diaphragms as specified in PENNDOT DWG. #95-604-BQAD dated 11/20/96 from as designed cast-in-place diaphragms will be considered an alternate bridge structure also.

Use of low mass (lightweight) concrete for prestressed beams is not allowed.

- o Deck Slab. If the effective slab span is less than 1100 mm (3 1/2 feet), a minimum slab thickness of 190 mm (7 1/2 inches), using all No. 13 (No. 4) reinforcement bars, is allowed.
- o Prestressed Concrete Segmental Box Girders. Use either single or multiple cell box girders, trapezoidal in shape (inclined webs) or rectangular in shape (vertical webs). Provide for future deck removal and replacement in the design and details. Conform to design criteria specified for the "as-designed" bridge structure; and as follows:

Cast-in-place joints may be used to join precast segments, in place of match cast joints sealed with epoxy. If cast-in-place joints are used, shear keys may be omitted. However, if shear keys are omitted, striate and/or heavy score the surfaces to be joined to a minimum depth of 6 mm (1/4 inch). Use the same concrete mix for cast-in-place joints as for the precast segments, and ensure that strength development is the same.

Maintain a joint width as needed for coupling conduits, welding or lapping reinforcement, and placement of concrete, but in no case allow a joint width of less than 100 mm (4 inches) at the closest point. Keep adjacent concrete surfaces thoroughly wet or apply an approved bonding agent before placing concrete in the joint.

Identify anchor piers. Provide box girder diaphragms having sufficient openings to allow for continuous inspection of the inside of the box girder. Provide steel access doors with master locks, at each abutment, for each box. Provide diaphragms that are substantially solid at piers and abutments, except for access and utility holes.

Design adjacent prestressed box beam as a composite beam unless otherwise specified in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS".

6. Alternate Steel Bridge Structure. Do not use unpainted weathering steel unless permitted in PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS".

Do not include longitudinal stiffeners in computing steel section properties.

7. Nonstandard Designs. Do not submit an alternate design bridge structure, either prestressed concrete or steel, which is not covered by the aforementioned Standards, or under PART B, "SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS".

8. Pile- Supported Foundation. Base pile design for the alternate bridge structure on the same type, size, length, tip reinforcement, maximum design load, and driving criteria specified for piles for the "as-designed" bridge structure. Piles will be measured and paid for as specified herein.

Include test piles in the lump sum price bid for the bridge structure. Provide the same number of test piles per substructure unit for alternate designs as specified per substructure unit for the "as-designed" bridge structure.

Load test piles, when specified for the "as-designed" bridge structure, will be measured and paid for separately, as specified. Provide the same number of load test piles per bridge structure for an alternate design as specified for the "as-designed" bridge structure, located at a substructure unit as close as possible to the "as-designed" location.

Bearing piles, additional test piles, test pile extensions, load test pile extensions, and pile tip reinforcement will be measured and paid for separately as specified in Section 1005.4. Determine test pile extensions and load test pile extensions relative to the pile lengths indicated in the estimated quantities for the "as-designed" bridge structure or approved alternate bridge structure.

Record the bid quantities for bearing piles and pile tip reinforcement in the spaces provided in the Project Items and Quantities for the alternate design.

Base the estimated quantity for bearing piles used in an alternate design on maximum utilization of the allowable design load indicated for piles used in the "as-designed" bridge structure.

Calculate the lengths of bearing piles used in an alternate design as follows:

- o Determine the bearing pile length for each as-designed substructure unit, to the next longer 100 mm (foot), by dividing the quantity of bearing piles by the number of bearing piles for that unit, using the estimated quantities indicated for the "as-designed" bridge structure.
- o For alternate designs involving the relocation of substructure units, determine bearing pile lengths by straight line interpolation, to the next 100 mm (foot), using as-designed pile lengths and the average distance between as-designed substructure units in back and ahead of the relocated unit. Base the average distance between as-designed substructure units on measurements between the centerlines of piers (or centerline of bearing at abutments) along the centerlines of exterior girders or beams. If the alternate design bridge structure is longer than the "as-designed" bridge structure, provide bearing piles for the relocated abutment of the same length as the bearing piles for the as-designed abutment.
- o If one of the as-designed substructure units in back or ahead of a relocated unit is wholly supported on a spread foundation, determine the bearing pile length for the relocated unit, to the next 100 mm (foot), by a straight line interpolation, using the bearing pile length of the as-designed, pile supported unit and zero length at the spread foundation supported unit. However, do not use lengths of less than 3000 mm (10 feet) for determining the bid quantity.
- o For relocated substructure units, test pile lengths, which are included in the lump sum price for the alternate design bridge structure, are to be the average lengths determined using the procedures specified above. The load test pile length at a relocated substructure unit is to be the same as the bearing pile length at that unit.

o For the purpose of determining pile lengths at relocated substructure units, consider a unit relocated if the average distance from the closest, as-designed unit is 6000 mm (20 feet) or more. Determine the average distance as specified above.

Show the estimated quantities of as-designed load test piles, test piles, bearing piles, and pile tip reinforcement used in an alternate design on the alternate design plans when submitted for approval. Show test pile lengths, included in the lump sum price bid for the alternate bridge structure, and load test pile length, included in the lump sum price bid for load test piles, in the estimated quantities. Tabulate piling quantities using a format similar to that used for the "as-designed" bridge structure. Show alternate design bid quantities for load test piles, bearing piles, and pile tip reinforcement for comparison with approved, as-designed, estimated quantities.

Value Engineering of as-designed piles used in an approved alternate design bridge structure is allowed.

If as-designed piles for a relocated substructure unit in an alternate design cannot be driven, thereby necessitating a redesign of the substructure unit, furnish the revised design and complete construction drawings as part of the lump sum price bid for the alternate bridge structure.

If the as-designed pile layout can not be used in an alternate design involving a relocated substructure unit, alternate design piles will be measured and paid for as part of the lump sum price bid for the alternate bridge structure. Exclude from the bid all pile load tests specified for as-designed piles which are replaced by alternate design piles.

Compute the pay quantity for as-designed bearing piles incorporated into an alternate design as follows:

Case 1: If D and E are less than or equal to B, the Pay Quantity = D

Case 2: If D and E are greater than B, the Pay Quantity = D - (E-B)

Case 3: If E is greater than B but D is equal to or less than B, the Pay

Quantity = D

For all other cases, use D as the Pay Quantity.

where:

D = Actual acceptable driven quantity per structure

B = Bid quantity per structure entered in the Project Items and Quantities.

E = Estimated quantity per structure shown on the approved

alternate drawings.

III. MATERIAL - As indicated and as specified for the "as-designed" bridge structure; in accordance with applicable Sections of the Specifications, Publication 408, and numbered changes thereto; and/or the Special Provisions for each respective item included in the bridge structure.

IV. CONSTRUCTION - In accordance with applicable Sections of the Specifications, Publication 408, and numbered changes thereto in effect before the letting date; the Special Provisions for each respective item; and any additional requirements contained herein. Submit construction procedures for an alternate design, for acceptance, if other than those contained herein.

Erection methods are open, but submit the proposed method to the Chief Bridge Engineer for approval.

If utility relocations are required to accommodate the proposed locations of substructure units in an alternate design, be responsible for the cost of the utility relocations and any related delay claim costs.

V. MEASUREMENT AND PAYMENT - Lump Sum

For the type of alternate design bridge structure selected, subject to a reduction equal to the amount of the Contractor's share of the Department's engineering costs to be determined as follows:

- For each alternate bridge structure with lump sum bid item amount less than \$2,000,000 = 2% of the lump sum bid amount for structure
- For each alternate bridge structure with lump sum bid item amount over \$2,000,000 = \$40,000 plus 0.25% of the lump sum bid amount over \$2,000,000, total amount not to exceed \$85,000

Each alternate bridge structure involving a redesign from cast-in-place diaphragms to precast diaphragms will be subject to a reduction of \$300 per structure if contractor's bid lump for lump sum item is less than \$2,000,000 and a reduction of \$750 per lump sum item if structure is over \$2,000,000, for the amount of the Contractor's share of the Department's engineering cost.

The Contractor's share of the Department's engineering costs will be recovered by processing a contract adjustment (Alternate Design Review) to reduce the contract lump sum price by an amount equal to the Contractor's share.

A utility company's share of fabricated structural steel and/or installation of sleeves, inserts, casings, hanger assemblies, ducts, etc. for utilities is to be a separate item. Do not include the utility company's share in the bid price for the alternate design bridge structure unless otherwise specified.

For an alternate design bridge structure, all items of work are to be included in and will be paid for as part of the contract lump sum price; except, bearing piles; pile tip reinforcement; pile load tests; dynamic pile testing; Class C cement concrete under footings; Class 3 excavation, reinforcement bars, and Class A cement concrete for pedestals; and caissons.

Placing deck concrete in excess of the indicated quantity will not be considered a change from the design. The contract lump sum price for each alternate bridge structure includes full compensation for all deck concrete.

(a) Bridge Structure As Designed. If the "as-designed" bridge structure is bid, submit the "Component Item Schedule", included with the Proposal, as specified in Section 103.01(a).

Make the "Total" at the end of the "Component Item Schedule" equal the amount of the lump sum bid for Bridge Structure as Designed.

(b) Alternate Bridge Structure. If an alternate design bridge structure is bid, the apparent low bidder is required to submit a "Component Item Schedule for Alternate Design" as specified in Section 103.01(a). No adjustments will be made to the contract lump sum price bid for alternate design bridge structure for any field adjustments necessary to complete the structure.

Make the "Total" at the end of the "Component Item Schedule for Alternate Design" equal the amount of the lump sum bid for Alternate Bridge Structure.

(c) Alternate Structure Design Costs. The apparent low bidder is to include a component item for Alternate Design Costs in the Component Item Schedule when an alternate design is bid. Include the cost of this item in the total of the lump sum bid price. Payment of 25% of the total design costs will be made upon approval of the preliminary conceptual design. The remaining amount will be paid for in a proportionate manner, designated by the Department, on the basis of approval of the final design.

00 - c80041 PART B

Addendum:

Associated Item(s):

Header:

PART B

Provision Body:

PART B - SPECIAL DRAWINGS AND SPECIAL DESIGN REQUIREMENTS

Use Class AAA-P Cement Concrete – Superstructure for all deck slab concrete.

Use Class AA Cement Concrete Modified – Superstructure and Abutments for concrete barriers Lightweight concrete is not allowed on this project.

No precast concrete barriers are permitted.

Slip-forming of bridge barriers is not permitted.

Alternate deck placement sequence from what is shown on the contract documents is not permitted.

Maintain the existing low chord elevation as a minimum for an alternate design.

Highway Geometry: maintain the indicated horizontal and vertical alignment.

Span Arrangement: conform to the indicated span arrangement.

Beam Configuration: at a minimum, provide the number of beam lines indicated. Maintain the traffic as shown on the approved Maintenance and Protection of Traffic plans for any alternate design.

Beam Material and Section: Only prestressed concrete I or steel I-beam structures are permitted. For alternate steel design, use weathering steel.

General: conform to the General Notes on Sheet 2 of the Bridge Plans.

Hydrologic and Hydraulics: conform to the approved H&H report.

For an alternate structure, incorporate the same foundation design parameters as the as designed structure.

Alternate type stay-in-place form systems are acceptable provided the Department determines they are equivalent to the system shown on BC-732M.

For an alternate structure, use epoxy coated reinforcing bars in the deck slab, diaphragms, barriers and substructure units as indicated for the as designed structure. Maintain 2½"

minimum concrete cover over the top layer of reinforcing bars in the deck slab.

Reinforcement bars will be measured and paid for separately for the "as-designed" structure.

Reinforcement bars are incidental to all alternate structures and will not be paid for separately.

Maintain the same typical bridge section for lanes and shoulder widths as used for the as designed structure.

Design structure in accordance with all Live Load and Dead Load Criteria specified for the as designed structure.

Submit the design and analysis methodology and procedures for review and acceptance when, or before, submitting the conceptual design.

Submit erection methods to the District Structure Control Engineer for approval. Do not exceed the design stresses during erection procedures.

Design Alternate Structures as specified and in accordance with the applicable Strike-off Letters listed in the attachment entitled: "STRUCTURE POLICY LETTERS".

Provide no more than the number of joints on the "as designed" structure. Do not move joints from the end of the bridge.

Design and construct an alternate structure within the legal right-of-way as indicated for the as designed structure.

Use the same design loads, design methods, grade of reinforcement, and class of concrete as indicated for the "as-designed" structure. This includes values for all girders H, HS, ML80, and

PA-82 live loading. Also include ratings for TK527. For ratings, this includes values for inventory and operating ratings with and without future wearing surface. All girder inventory and

operating live load ratings must be equal to or greater than 1.0. When the moment controls an inventory rating on the “as-designed” bridge, it must also be the control on the alternate girder

design.

Use composite design for superimposed dead loads and live loads for an alternate structure.

Drilling for anchor bolts is not permitted. Preform all holes for anchor bolts. Set anchor bolts in preformed holes in accordance with Section 1050.3(c) 4.d.2.

00 - c9005-1201 STEEL BEAM BEARING PILE, HP12X84

Addendum:

Associated Item(s): 9005-1201

Header:

ITEM 9005-1201 - STEEL BEAM BEARING PILE, HP12X84

Provision Body:

In accordance with Section 1005 for the pile size indicated.

00 - c9005-1251 STEEL BEAM PILE TIP REINFORCEMENT, HEAVY DUTY, HP12X84

Addendum:

Associated Item(s): 9005-1251

Header:

ITEM 9005-1251 - STEEL BEAM PILE TIP REINFORCEMENT, HEAVY DUTY, HP12X84

Provision Body:

DESCRIPTION –

This work consists of furnishing heavy-duty pile tips for HP 12 x 84 steel piles.

MATERIAL –

Provide “heavy duty” cast tip reinforcement equipped with teeth and having a minimum thickness of 1-inch below both the pile web and flanges.

MEASUREMENT AND PAYMENT – Each.

Steel Pile Tip Reinforcement, HP 12 x 84. Each.

00 - c9005-2500 MANDATORY PREDRILLING FOR INTEGRAL ABUTMENT PILES

Addendum:

Associated Item(s): 9005-2500

Header:

ITEM 9005-2500 - MANDATORY PREDRILLING FOR INTEGRAL ABUTMENT PILES

Provision Body:**DESCRIPTION –**

This work pertains to the drilling of 28" minimum diameter holes through the foundation material beneath the bottom of proposed integral abutment pile caps for the placement of piles.

MATERIAL –

Pea Gravel: Furnish coarse aggregate with physical properties conforming to Section 703.2, Table C, AASHTO No. 8 Coarse Aggregate.

CONSTRUCTION –

(a) General. Predrill for all steel beam bearing piles and all steel beam test piles at the locations indicated on the drawings. Backfill the holes after placing the piles but before driving.

(b) Predrilling.

1. Drill holes to a minimum diameter of two (2) feet or the diagonal dimension of the H-piles plus ten (10) inches, whichever is greater. For use of HP12 x 84 piles, the minimum diameter shall be 28 inches. Predrill to the elevations indicated on the drawings.

2. Accurately locate holes to coincide with pile locations and to provide the required pile top location tolerance in accordance with Section 1005.3(b)2.

3. Drill holes such that the installed pile meets the required pile alignment tolerances in accordance with Section 1005.3(b)2.

4. Use steel casing hollow-stem augers to maintain an open hole for driving piling.

5. An alternate method of advancing or maintaining an open hole is permitted if it is demonstrated that satisfactory holes are maintained for pile placement. Before proceeding with an alternate method of advancing holes, obtain written approval from the Project Manager

4. Shore predrilled hole as required to maintain an open excavation.

5. Where top of rock is located at a depth below the bottom of pile cap less than the minimum required pile length, continue predrilled holes through rock to the required pile tip elevation.

6. Pile caps should be set in accordance with DM-4, Section PP 7.2.4(b) – Footing on Piles or Drilled Shafts – including the results of scour analysis.

7. Provide a note on the plans that the foundation excavations are to be inspected and approved by the District Geotechnical Engineer.

8. Provide rock lining for scour protection in accordance with DM-4, Section PP7.2.5 including Figure 7.2.4-2 – Footing on Erodeable Sound Rocks.

9. Maintain all drilling equipment in good working order at all times throughout the duration of the work.

(c) Backfilling.

1. Place piles in predrilled holes before backfilling. Backfill the holes with dry, loose fine aggregate (pea gravel) to the ground surface before driving the piles.

2. After driving the piles to the established pile refusal criteria, place additional pea gravel aggregate to fill the hole to the ground surface.

MEASUREMENT AND PAYMENT – Linear Foot.

Payment will include all labor, material, and equipment necessary for predrilling to the depths indicated or directed. Maintaining an open hole, casing, placement and removal of casing, pea gravel, and placement of pea gravel will be considered incidental to predrilling.

00 - c9205-0200 SELECTED BORROW EXCAVATION, 206 ROCK

Addendum:

Associated Item(s): 9205-0200

Header:

ITEM 9205-0200 – SELECTED BORROW EXCAVATION, 206 ROCK

Provision Body:

Replace Publication 408, Section 206.2(a)1.d entirely with the following paragraph:

Excludes all rock types except sandstone which may be readily placed in an 18-inch maximum lift thickness. Maximum size is limited to 12 inches in width, height, and length; no more than

15 percent by weight may pass No. 4 sieve. The sandstone must offer resistance to crushing.

Individual grains must be evident without aid of magnification, and fines must be limited to rock fines. The sandstone is to be approved by the District Geotechnical Engineer.

MEASUREMENT AND PAYMENT – Cubic Yard.

00 - c9610-7002 6" FILL BENCH DRAIN

Addendum:

Associated Item(s): 9610-7002

Header:

ITEM 9610-7002 – 6" FILL BENCH DRAIN

Provision Body:

In accordance with Section 610 and as follows:

#8 Coarse Aggregate and Class 1 Geotextile, as shown on detail, are incidental to this item.

MEASUREMENT AND PAYMENT – Linear Foot.

00 - c9860-0001 CONCRETE BLOCK/GRAVEL INLET PROTECTION (TYPE D-H INLET)

Addendum:

Associated Item(s): 9860-0001

Header:

ITEM 9860-0001 – CONCRETE BLOCK/GRAVEL INLET PROTECTION (TYPE D-H INLET)

Provision Body:

In accordance with Section 860 except as follows:

Replace 860.2(b) with Concrete Block/Gravel Inlet Protection for Type D-H Inlets

MEASUREMENT AND PAYMENT – Each.

Performance Bonds

Surety Company: The Fidelity and Deposit Company of Maryland	Status: Accepted
Bonding Agency: Willis of Pennsylvania, Inc.	Bond Number: 8214679
Producer: Susan C Caputy/PennDOT BP-002066	Bond Amount: \$1,407,635.97
Co-Insurer: No	NAIC: 39306

KNOW ALL MEN BY THESE PRESENTS, That we, *Kukurin Contracting, Inc. of 1169 Route 286 , Export, PA 15632-9425* as PRINCIPAL, and The Fidelity and Deposit Company of Maryland a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$1,407,635.97, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 12 day of October A.D. 2012.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of the bond amount defined above.

The description and location of the project is as follows: For the replacement of the existing structure carrying SR 3003 and T-860 over Little Sandy Creek with a single span composite steel multi-girder bridge with minimal approach work and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 3003, SECTION 551, in JEFFERSON COUNTY, RINGGOLD and BEAVER TOWNSHIPS from approximately 350' South of the T-860/T-318 intersection to approximately 0.4 miles South of Langville Borough at segment 0140 offset 0643.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Commonwealth of Pennsylvania, pursuant to which said contract was undertaken by the PRINCIPAL that these presents should be executed, to become binding upon the date the said contract is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, The conditions of this obligation is such that if the above bounden PRINCIPAL, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, and his, their, or its obligations thereunder, including the plans, specifications, and conditions therein referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided for, and shall well and truly, and in a manner satisfactory to the Commonwealth of Pennsylvania, complete the work contracted for, and shall save harmless the Commonwealth of Pennsylvania from any expense incurred through the failure of said contractor to complete the work as specified, or for any damages growing out of the carelessness and/or negligence of said contractor or his, their, or its servants.

And shall save and keep harmless the said Commonwealth of Pennsylvania against and from all losses to it from any cause whatsoever, including patent, trademark, and copyright infringements, in the manner of constructing said section of roadway; then this obligation to be void or otherwise to be and remain in full force and virtue.

It is further provided that any alteration which may be made in the terms of the contract or in the work to be done under it or the giving by the Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of either the Commonwealth or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Attorney-in-Fact Certification

*The undersigned attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Dick Mc Dade/PennDOT BP-001316	Submit	10/12/2012 02:39:08 PM
Producer Review	Susan C Caputy/PennDOT BP-002066	Sign	10/12/2012 02:55:28 PM
Contractor Review	Dick Mc Dade/PennDOT BP-001316	Sign	10/12/2012 03:09:51 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/12/2012 03:41:14 PM

Payment Bonds

Surety Company: The Fidelity and Deposit Company of Maryland	Status: Accepted
Bonding Agency: Willis of Pennsylvania, Inc.	Bond Number: 8214679
Producer: Susan C Caputy/PennDOT BP-002066	Bond Amount: \$1,407,635.97
Co-Insurer: No	NAIC: 39306

KNOW ALL MEN BY THESE PRESENTS, That we, *Kukurin Contracting, Inc. of 1169 Route 286 , Export, PA 15632-9425* as PRINCIPAL, and The Fidelity and Deposit Company of Maryland a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$1,407,635.97, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 12 day of October A.D. 2012.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of the bond amount defined above.

The description and location of the project is as follows: For the replacement of the existing structure carrying SR 3003 and T-860 over Little Sandy Creek with a single span composite steel multi-girder bridge with minimal approach work and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 3003, SECTION 551, in JEFFERSON COUNTY, RINGGOLD and BEAVER TOWNSHIPS from approximately 350' South of the T-860/T-318 intersection to approximately 0.4 miles South of Langville Borough at segment 0140 offset 0643.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Commonwealth of Pennsylvania, pursuant to which said contract was undertaken by the PRINCIPAL that these presents should be executed, to become binding upon the date the said contract is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, The conditions of this obligation is such that if the above bounden PRINCIPAL shall and will promptly or cause to be paid in full all sums of money which may be due by contractor or corporation, for all materials furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvement contemplated, and for rental of the equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the obligee herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such work, and which has not been paid in full therefor, may sue assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgement for such sum or sums as may be justly due to him, them, or it, and have execution thereon. Provided, however, that the Commonwealth shall not be liable for the payment of any costs or expenses of such suit.

Recovery by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of either the Commonwealth or the Principal to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Attorney-in-Fact Certification

*The undersigned attorney-in-fact by executing this Payment Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Dick Mc Dade/PennDOT BP-001316	Submit	10/12/2012 02:38:27 PM
Producer Review	Susan C Caputy/PennDOT BP-002066	Sign	10/12/2012 02:56:00 PM
Contractor Review	Dick Mc Dade/PennDOT BP-001316	Sign	10/12/2012 03:10:07 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/12/2012 03:41:00 PM

Insurance

Wells Fargo Insurance Services USA, Inc.

444 Liberty Avenue, Suite 1500
4 Gateway Center
Pittsburgh, PA 15222

Company: Liberty Mutual Fire Insurance Co

Policy: TB2Z51290686012

Expiration: 03/01/2013

MBE/WBE Commitments

MBE/WBE: 4% / 2%
Approved: 15.00% / 3.24%

Perform Less Than 50% of Work Items: No
MPL Evaluation: No

Status	Business Partner	Business	% of Bid	Submitted	Acknowledged
Approved	Alvarez, Inc.	Subcontractor	15.00%	10/09/2012	10/09/2012
Approved	Madura Steel Sales, Inc.	Manufacturer	3.24%	10/09/2012	10/09/2012

Alvarez, Inc.

Prime

Contact: Joshua Miller
Phone: 724-325-2136
MBE/WBE: 4% / 2%

Status: Approved
Revision Number:

MBE/WBE

Business Partner: Alvarez, Inc.
Type: MBE
Contact: Mike Lang
Phone: 724-916-4151
DBE JVT%:
Certification: 1028
Cert. Expiration: 12/31/2014

Agreement Amount: \$211,136.20
% of Bid: 15.00
Mobilization: \$0.00
Starting: 06/03/2013
Completion: 08/30/2013
Business Type: Subcontractor

Items

None

Partial Items

Item	Description	Unit of Measure	Quantity
8120-0001	STEEL PLATE GIRDER BRIDGE STRUCTURE, AS DESIGNED S-32128	LS	1.000

Comment

None

Workflow

Status	Name	Disposition	Date/Time
Draft	Josh Miller/PennDOT BP-001316	Submit	10/09/2012 09:06:09 AM
Awaiting Acknowledgement	Michael A Lang/PennDOT BP-000581	Acknowledge	10/09/2012 02:50:48 PM
Acknowledged	Josh Miller/PennDOT BP-001316	Submit	10/09/2012 03:04:42 PM
PennDOT Review	Delores A Ritzman/PennDOT	Approve	10/11/2012 08:55:34 AM

Madura Steel Sales, Inc.

Prime

Contact: Joshua Miller
Phone: 724-325-2136
MBE/WBE: 4% / 2%

Status: Approved
Revision Number:

MBE/WBE

Business Partner: Madura Steel Sales, Inc.
Type: WBE
Contact: Ashley
Phone: 724-962-8114
DBE JVT%:
Certification: 2177
Cert. Expiration: 04/30/2014

Agreement Amount: \$45,567.41
% of Bid: 3.24
Mobilization: \$0.00
Starting: 02/04/2013
Completion: 09/30/2013
Business Type: Manufacturer

Items

None

Partial Items

Item	Description	Unit of Measure	Quantity
1002-0053	REINFORCEMENT BARS, EPOXY COATED	LB	68,781.000
1002-0053	REINFORCEMENT BARS, EPOXY COATED	LB	68,781.000

Comment

None

Workflow

Status	Name	Disposition	Date/Time
Draft	Josh Miller/PennDOT BP-001316	Submit	10/09/2012 09:08:56 AM
Awaiting Acknowledgement	Debora X Madura/PennDOT BP-001632	Acknowledge	10/09/2012 10:12:19 AM
Acknowledged	Josh Miller/PennDOT BP-001316	Submit	10/09/2012 03:04:42 PM
PennDOT Review	Delores A Ritzman/PennDOT	Approve	10/11/2012 08:56:15 AM

Plans

Plans	Addendum
Roadway Plan	
Supplemental Plans	
Cross Section	
Erosion and Sediment Pollution Control Plan	
Other/Project-Specific Plan - Signing Plan	
Structure Plan	
Traffic Control Plan	

Attachments

Project-Specific Checklist Items	Addendum
Project Specific - Steel Escalation Option Form	
Reviews	
None	
Contract Award Items	
State Wage Rate	
State Wage Rate - Prevailing Wage Notes	
Local Agreements and Coordination	
None	
Environmental Clearances	
None	
Permits	
DEP Section 401 Water Quality Certification	
DEP Water Obstruction and Encroachment Permit 105/404	
Environmental Due Diligence (EDD) - Contractor	
Environmental Due Diligence (EDD) - PennDOT	
US Army Corps of Engineers Section 404 Permit	
Right of Way	
None	
Survey	
None	
Utilities Clearance	
None	
Utility Engineering	
None	
Construction Items	
Pre-Bid Construction Schedule	
Structures and Geotechnical	
Structure Policy Letter	
Railroad Coordination	
None	
Traffic	
None	
Construction Coordination	
None	
Maintenance Items	
None	
Estimates	

None

Comments: